

Proceedings of the City Council Meeting of the City of Bay Saint Louis, State of Mississippi, taken at a meeting held September 5, 2017 in the City Council Chambers at the Bay Saint Louis Conference Center at 598 Main Street. The meeting began at 5:30 p.m.

ATTENDANCE:

COUNCIL: Doug Seal, President (Ward 1), Gene Hoffman (Ward 2), Jeff Reed (Ward 3), Larry Smith (Ward 4), Buddy Zimmerman (Ward 5), Josh DeSalvo (Ward 6) and Gary Knoblock (Council Member-at-Large)

COUNCIL STAFF: Lisa Tilley, Clerk of Council

ADMINISTRATIVE STAFF: Mike Favre, Mayor, Sissy Gonzales, City Clerk/Comptroller and Trent Favre, City Attorney

ABSENT: None

Council Member Reed delivered the invocation and Pledge of Allegiance.

PUBLIC HEARING

Motion to adopt the Resolution to Fix the Tax Levies for the City of Bay Saint Louis for the Fiscal Year Budget beginning October 1, 2017 and ending September 30, 2018

Council Member Hoffman motioned, seconded by Council Member Reed, to adopt the Resolution to Fix the Tax Levies for the City of Bay Saint Louis for the Fiscal Year Budget beginning October 1, 2017 and ending September 30, 2018. (Exhibit “A”) Council Member Seal read the Resolution into the record with the following mills:

General Fund	21.70 mills
(includes ¼ mill for fire protection purposes, pursuant to Sections 81-1-37 and 83-1-39, Mississippi Code of 1972, Annotated, and all amendments thereto)	
Debt Service Fund	0.93 mills
2016 G.O. Public Improvements Road Bond	2.00 mills
City-County Public Library Fund	2.12 mills
Sub-total – Municipal	26.75 mills
School Shortfall	0.83 mills
School Three Mill Note	1.85 mills
School District Maintenance Fund	44.83 mills
(Section 37-57-105, Mississippi Code of 1972, Annotated, and all amendments thereto)	
Sub-Total – Schools	47.51 mills
Total Tax Levy – Fiscal Year 2017/2018	74.26 mills

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

GUESTS

• ASGARD Proclamation

Mayor Favre read the Proclamation for the ASGARD Motorcycle Club to proclaim September 5, 2017 as “ASGARD Motorcycle Club Day”. (Exhibit “B”)

• Angelyn Zeringue President Southgroup Insurance – Insurance plan

Angelyn Zeringue, President of Southgroup Insurance, discussed insurance issues with the City of Bay Saint Louis City Council including the current insurance climate and the current process of acquiring insurance, what to watch for while pricing insurance for the City and Ms. Zeringue requested the opportunity to present a proposal on the City’s insurance using a fair process.

• **Cure Land Company, L.L.C.**

Motion to make findings of fact that that the Governing Body has (a) made findings on its Minutes that the air space adjacent to said parcel located along Main Street is not necessary for public purposes and no longer needed for municipal purposes; (b) declared the air space over the public sidewalk surplus; and (c) made a finding that leasing the air space will be to the benefit of the citizens of the State of Mississippi, and particularly to the citizens of Bay Saint Louis and Hancock County, as shown in item 5 of a resolution declaring air space surplus and being ratified by the Bay Saint Louis City Council

Council Member Smith motioned, seconded by Council Member Hoffman, to make findings of fact that that the Governing Body has (a) made findings on its Minutes that the air space adjacent to said parcel located along Main Street is not necessary for public purposes and no longer needed for municipal purposes; (b) declared the air space over the public sidewalk surplus; and (c) made a finding that leasing the air space will be to the benefit of the citizens of the State of Mississippi, and particularly to the citizens of Bay Saint Louis and Hancock County, as shown in item 5 of a resolution declaring air space surplus and being ratified by the Bay Saint Louis City Council.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to adopt the Resolution Declaring Air Space on Section of Main Street Surplus and Authorizing Publication to Accept Sealed Competitive Bids for the Leasing of said Air Space

Council Member Knoblock motioned, seconded by Council Member Hoffman, to adopt the Resolution Declaring Air Space on Section of Main Street Surplus and Authorizing Publication to Accept Sealed Competitive Bids for the Leasing of said Air Space. (Exhibit "C")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

• **Senator Philip Moran – State of Mississippi updates**

Senator Philip Moran congratulated the Bay Saint Louis City Council Members on the current election wins.

Senator Moran updated the Bay Saint Louis City Council on the funding being sought for a police station to be built adjacent to the fire station.

On the Golf Cart Ordinance that has passed the Mississippi Senate but died in the House of Representatives, Senator Moran requested that Council Members come to the Capital in January while in Jackson and meet with Representative Martin about the ordinance.

Senator Moran also spoke to the Bay Saint Louis City Council about the BP money being put into a trust fund to be utilized on the Gulf Coast on worthwhile projects, a law passed in Mississippi requiring schools to teach cursive writing, establish a Bill for students with dyslexia that was only years 1-6 but this bill increased it to include 7-12.

Council Members, Mayor Favre and Senator Moran discussed support for the Hancock County Tourism Bureau to allow continued funding, to seek a resolution to increase sales tax .01 cent for economic development in Bay Saint Louis, as well as road and drainage improvements in low lying areas and maintaining the main drains throughout Bay Saint Louis and lodging that is needed in Bay Saint Louis.

• **Robert Culumber – Fiscal Year 2016 Audit Report**

Robert Culumber reviewed the final Audit Report for Fiscal Year ending September 30, 2016 with the Bay Saint Louis City Council and Mayor Favre.

Motion to accept the final Audit Financial Report for the City of Bay Saint Louis, Mississippi for Fiscal Year ending September 30, 2016 and to direct City Clerk/Comptroller Gonzales to file said audit with the State of Mississippi

Council Member Reed motioned, seconded by Council Member Smith, to accept the final Audit Financial Report for the City of Bay Saint Louis, Mississippi for Fiscal Year ending September 30, 2016 and to direct City Clerk/Comptroller Gonzales to file said audit with the State of Mississippi. (Exhibit "D")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

CITY CLERK/COMPTROLLER'S REPORT

• Bay Saint Louis Cash Balances

Motion to spread the Bay Saint Louis Cash Balances dated September 3, 2017, in the amount of \$2,870,891.91 before the docket and \$2,552,778.54 after the docket, on the Minutes

Council Member Reed motioned, seconded by Council Member DeSalvo, to spread the Bay Saint Louis Cash Balances dated September 3, 2017, in the amount of \$2,870,891.91 before the docket and \$2,552,778.54 after the docket, on the Minutes. (Exhibit "E")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

• Bay Saint Louis Certification Letter dated September 1, 2017, for Docket of Claims #16-059, Utility Refund Check Register #16-060 and Utility Refund Check Register #16-061

Motion to spread the Bay Saint Louis Certification Letter dated September 1, 2017, for Docket of Claims #16-059 in the amount of \$318,113.37, Utility Refund Check Register #16-060 in the amount of \$839.11 and Utility Refund Check Register #16-061 in the amount of \$611.89, on the Minutes

Council Member Hoffman motioned, seconded by Council Member Smith, to spread the Bay Saint Louis Certification Letter dated September 1, 2017, for Docket of Claims #16-059 in the amount of \$318,113.37, Utility Refund Check Register #16-060 in the amount of 839.11 and Utility Refund Check Register #16-061 in the amount of \$611.89, on the Minutes. (Exhibit "F")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

• Bay Saint Louis Payroll

Motion to spread the Bay Saint Louis Payroll dated August 30, 2017, on the Minutes

Council Member Reed motioned, seconded by Council Member Zimmerman, to spread the Payroll dated August 30, 2017, in the amount of \$160,682.38, on the Minutes. (Exhibit "G")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Council Member Zimmerman left.

Motion to spread the Bay Saint Louis Payroll dated August 31, 2017, on the Minutes

Council Member Reed motioned, seconded by Council Member Smith, to spread the Payroll dated August 31, 2017, in the amount of \$1,377.50, on the Minutes. (Exhibit "H")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: Zimmerman

Council Member Zimmerman entered.

• Bay Saint Louis Amended Docket of Claims #16-059 dated September 5, 2017

Motion to approve the Amended Docket of Claims #16-059 dated September 5, 2017, in the amount of \$318,113.37

Council Member Knoblock motioned, seconded by Council Member Zimmerman, to approve the Docket of Claims #16-059 dated September 5, 2017, in the amount of \$318,113.37. (Exhibit "T") as follows:

001 General Fund	\$66,334.17
200 Debt Service Fund	\$7,515.25
400 Utility Fund	\$182,181.59
450 Municipal Harbor Fund	\$61,682.36
650 Community Hall Unearned	\$400.00
Total	\$318,113.37

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

• Bay Saint Louis Utility Refund Check Register #16-060 dated September 5, 2017

Motion to approve the Utility Refund Check Register #16-060 dated September 5, 2017, in the amount of \$839.11

Council Member Hoffman motioned, seconded by Council Member Knoblock, to approve the Utility Refund Check Register #16-060 dated September 5, 2017, in the amount of \$839.11 as follows: (Exhibit "J")

- a) Utility Refund Check Register 16-060 dated 09-05-17
400 Utility Meter Deposit \$839.11

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

• Bay Saint Louis Utility Refund Check Register #16-061 dated September 5, 2017

Motion to approve the Utility Refund Check Register #16-061 dated September 5, 2017, in the amount of \$611.89

Council Member Knoblock motioned, seconded by Council Member Hoffman, to approve the Utility Refund Check Register #16-061 dated September 5, 2017, in the amount of \$611.89 as follows: (Exhibit "K")

- a) Utility Refund Check Register 16-061 dated 09-05-17
400 Utility Meter Deposit \$611.89

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

• **Inter-fund transfer between Municipal Reserves and General Operating**

Motion to transfer \$70,000.00 from the Municipal Reserve Fund to the General Fund, for an inter-fund loan and the money shall be returned with the first Ad Valorem tax check received from Hancock County Tax Assessor's Office in January 2018

Council Member Reed motioned, seconded by Council Member Smith, to transfer \$70,000.00 from the Municipal Reserve Fund to the General Fund, for an inter-fund loan and the money shall be returned with the first Ad Valorem tax check received from Hancock County Tax Assessor's Office in January 2018.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

PUBLIC FORUM

William Pitcairian – Planning and Zoning application for W.L. Holdings.

Ellis C. Cuevas – Planning and Zoning application for W.L. Holdings.

Zoe L. Bowers – Planning and Zoning application for W.L. Holdings.

Laurin LaFontaine – Planning and Zoning application for W.L. Holdings.

PLANNING AND ZONING

- a) **WL HOLDINGS OF Miss, LLC** – Application for Preliminary Subdivision Plat Approval and Variance to the Zoning Ordinance. Mr. Gary Yarbrough is the representing agent. The applicant would like to subdivide this parcel of land into (18) eighteen new parcels of land. If the subdivision of property is granted, Parcels 1-18 will need these variances: a total variance to the minimum lot width of 19ft, resulting in a lot width of 41ft; a total variance to the front yard setback of 15ft, resulting in a front yard setback of 10ft; a total variance of 3'6" to the side yard setback, resulting in a side yard setback of 4'6"; a total variance to the minimum square footage of 2,662sf, resulting in a proposed square footage for lot area of 4,838sf; and a total variance to lot coverage of 3%, resulting in a lot coverage of 48%. The property in question is located mid block of Dunbar Avenue, between Genin Street and DeMontluzin Avenue; Parcel # 149E-0-29-159.001, described as Lot 363, First Ward, Bay St Louis. The property lies in an R-3, Multi Family District. Recommend approval 5/2 (Doesche, Manieri)

Council Member Seal asked if anyone wanted to speak for or against the request. Gary Yarbrough spoke on behalf of the applicant

Motion to accept the recommendation of the Bay Saint Louis Planning and Zoning Commission and approve the application for property located mid block of Dunbar Avenue, between Genin Street and DeMontluzin Avenue for Preliminary Subdivision Plat Approval and Variance to the Zoning Ordinance, with the stipulation that W.L. Holdings of Mississippi, L.L.C. shall comply with all Bay Saint Louis ordinances and regulations regarding tree preservation, drainage, noise, fire truck compliance and W.L. Holdings of Mississippi, L.L.C. shall go back and request a fence variance

Council Member DeSalvo moved, seconded by Council Member Smith, to accept the recommendation of the Bay Saint Louis Planning and Zoning Commission and approve the application for a Preliminary Subdivision Plat Approval and Variance to the Zoning Ordinance as requested by W.L. Holdings of Mississippi, L.L.C., parcel #149E-0-29-159.001, with the stipulation that W.L. Holdings of Mississippi, L.L.C. shall comply with all Bay Saint Louis ordinances and regulations regarding tree preservation, drainage, noise, fire truck compliance and W.L. Holdings of Mississippi, L.L.C. shall go back and request a fence variance

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

- b) **CAROL C DE LA HOUSSAYE** – Application for Variance to the Zoning Ordinance. The applicant's intention is to build a shed on the existing slab that will be located to the rear of the property. The applicant is asking for a total variance to the side yard of 4' resulting in a 1' side yard setback; and a total variance to the rear yard setback of 3 ½', resulting in a 1 ½' rear yard setback. The property in question is located at 127 Carroll Avenue; Parcel #149F-0-29-102.000, described as Lot 14 & 15A, Carroll Subdivision and Parcel #149F-0-29-088.000, described as Lot 312B, 1st Ward, Bay St. Louis. The property is zoned R-2, Two Family District. Recommend table

Application was tabled.

Council Member Knoblock left.

- c) **VIRGINIA M. DENIS** – Application for Variance to the Zoning Ordinance. The applicant is requesting to have an 8' in height wooden fence to the rear yard property line. The applicant therefore is asking for a 2' in height variance to the fence regulations which would result in an 8' in height fence. The property in question is located at 418 ½ Carroll Ave; Parcel #149E-0-29-092.000, described as West ½ lot 56, Carroll Subdivision, and Parcel #149E-0-29-105.002, described as Part 362 & Part 365, First Ward, Bay St. Louis. The property is zoned R-2, Two-Family District. Recommend approval 7/0

Council Member Seal asked if anyone wanted to speak for or against the request. No one came forward.

Motion to accept the recommendation of the Bay Saint Louis Planning and Zoning Commission and approve the application for property located at 418 ½ Carroll Avenue for Variance to the Zoning Ordinance

Council Member Reed moved, seconded by Council Member Zimmerman, to accept the recommendation of the Bay Saint Louis Planning and Zoning Commission and approve the application for a Variance to the Zoning Ordinance as requested by Virginia M. Denis, parcel #149E-0-29-092.000 and Parcel #149E-0-29-105.002.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed and Hoffman

VOTING NAY: None

ABSENT: Knoblock

Council Member Knoblock entered.

- d) **CYDNEY SHERWOOD** – Application for Special Subdivision Plat Approval and Variance to the Zoning Ordinance. The applicant would like to subdivide this parcel of land into two (2) new parcels of land. If the subdivision is granted the newly created Parcel A will need a total variance of 886.64 square feet, resulting in a proposed square footage of 9613.36 square feet; and newly created Parcel B will need a total variance of 987.78 square feet, resulting in a square footage of 9512.22 square feet. The property in question is located at 527 St John Street; Parcel # 137H-0-45-079.000, described as Lot 19, Bay St. Louis, Rear Second Ward. The property is zoned R-2, Two-Family District. Recommend approval 7/0

Council Member Seal asked if anyone wanted to speak for or against the request. No one came forward.

Motion to accept the recommendation of the Bay Saint Louis Planning and Zoning Commission and approve the application for property located at 527 St John Street for Special Subdivision Plat Approval and Variance to the Zoning Ordinance

Council Member Knoblock moved, seconded by Council Member Hoffman, to accept the recommendation of the Bay Saint Louis Planning and Zoning Commission and approve the application for a Special Subdivision Plan Approval and Variance to the Zoning Ordinance as requested by **Cydney Sherwood**, parcel #137H-0-45-079.000.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

- e) **JANA K MALLINI** – Application for Variance to the Zoning Ordinance. The applicant is asking to allow an accessory structure to be greater than fifty (50) percent of floor area of the principal structure. The applicant is requesting a total variance of 7% to the floor area, resulting in an accessory structure that will have a floor area that will be 57% of the existing structure. The property in question is located at 330 Gladstone Street; Parcel #137L-0-35-178.000, described as Lots 37-42, Block 41, Bay St. Louis Land & Improvement. The property is zoned R-1, Single Family. Recommend for approval 7/0

Council Member Seal asked if anyone wanted to speak for or against the request. No one came forward.

Motion to accept the recommendation of the Bay Saint Louis Planning and Zoning Commission and approve the application for property located at 330 Gladstone Street for Variance to the Zoning Ordinance, with the stipulation that the building is properly wind loaded

Council Member Reed moved, seconded by Council Member DeSalvo, to accept the recommendation of the Bay Saint Louis Planning and Zoning Commission and approve the application for a Variance to the Zoning Ordinance as requested by Jana K. Mallini, parcel #137L-0-35-178.000, with the stipulation that the building is properly wind loaded.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

- f) **CITY OF BAY SAINT LOUIS** – The City of Bay St. Louis is requesting the following text amendment to the Zoning Ordinance. The reason for the amendment is there is changing conditions in a particular area, or in the city, or in the regional area generally, in which an amendment to the Ordinance is in the public interest and is necessary and is desirable. The proposed amendment does not involve changing the classification of land and is necessary to facilitate accuracy and proper interpretation.

Section 302.95 currently reads:

“302.95 MODULAR HOME: A structure which is (i) transportable in one or more sections; (ii) designed to be used as a dwelling when connected to the required utilities, and includes plumbing, heating, air conditioning and electrical systems with the home; and (iii) certified by its manufacturers as being constructed in accordance with a nationally recognized building code; and (iv) designed to be permanently installed at its final destination on an approved foundation constructed in compliance with a nationally recognized building code. The term “modular home” does not include manufactured housing as defined by the National Manufactured Housing Construction and Safety Standards Act of 1974.”

The new amendment to Section 302.95 is to read as follows:

“302.95 MODULAR HOME: A structure which is (i) transportable in **two or more sections but designed to be joined into one (1) integral unit.** sections; (ii) designed to be used as a dwelling when connected to the required utilities, and includes plumbing, heating, air conditioning and electrical systems with the home; and (iii) certified by its manufacturers as being constructed in accordance with a nationally recognized building code; and (iv) designed to be permanently installed

at its final destination on an approved foundation constructed in compliance with a nationally recognized building code. The term "modular home" does not include manufactured housing as defined by the National Manufactured Housing Construction and Safety Standards Act of 1974."
Recommend approval 7/0

Council Member Seal asked if anyone wanted to speak for or against the request. No one came forward.

Motion to accept the recommendation of the Bay Saint Louis Planning and Zoning Commission and approve the text amendment to the Zoning Ordinance

Council Member Hoffman moved, seconded by Council Member DeSalvo, to accept the recommendation of the Bay Saint Louis Planning and Zoning Commission and approve the application for a Variance to the Zoning Ordinance as requested by the City of Bay Saint Louis, for the City of Bay Saint Louis Code Section 302.95 regarding modular homes.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

ENGINEER'S REPORT (Exhibit "L")

City Engineer Chiniche and the Bay Saint Louis City Council discussed Main Drain 28, the Seminary sinkhole, Dunbar Avenue and Demontluzin Street sewer/drain line T.V., Washington Street sinkhole, Shieldsboro Square sinkhole, downtown parking lot, blighted properties.

COUNCIL/NEW/OLD BUSINESS

- **Updated Planning Fee Schedule for Planning and Zoning Application Fees to spread on minutes**

Motion to spread the Departmental Fee Schedule, effective October 1, 2017, which includes the Bay Saint Louis Building Department, contractor fees, Bay Saint Louis Planning and Zoning and Bay Saint Louis Public Works

Council Member Knoblock motioned, seconded by Council Member Smith, to spread the Departmental Fee Schedule, effective October 1, 2017, which includes the Bay Saint Louis Building Department, contractor fees, Bay Saint Louis Planning and Zoning and Bay Saint Louis Public Works. (Exhibit "M")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

- **Updated Permit Fee Schedule to spread on minutes**

Motion to accept the City of Bay Saint Louis Utility Rate and Associated Fee Schedule and on Commercial Water and Gas, add a personal guarantee to each limited liability contract commercial contract

Council Member Knoblock motioned, seconded by Council Member Hoffman, to accept the City of Bay Saint Louis Utility Rate and Associated Fee Schedule and on Commercial Water and Gas, add a personal guarantee to each limited liability contract commercial contract. (Exhibit "N")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

• **Fiscal Year 2016/2017 Audit – Resolution to Seek Qualifications and Proposals and Request for Qualifications and Proposals**

Motion to approve the City of Bay Saint Louis – Request for Qualifications and Proposal from Qualified Accounting Firms/Auditors to be the City of Bay Saint Louis’ Auditors for 2016/2017 Fiscal Year Annual Audit

Council Member Hoffman motioned, seconded by Council Member Knoblock, to approve the City of Bay Saint Louis – Request for Qualifications and Proposal from Qualified Accounting Firms/Auditors to be the City of Bay Saint Louis’ Auditors for 2016/2017 Fiscal Year Annual Audit. (Exhibit “O”)

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to approve the Resolution of the Governing Authority of the City of Bay Saint Louis, Mississippi Authorizing the City to seek Qualifications and Proposals for the City’s Annual Audit Fiscal Year 2016/2017

Council Member Smith motioned, seconded by Council Member Hoffman, to approve the Resolution of the Governing Authority of the City of Bay Saint Louis, Mississippi Authorizing the City to seek Qualifications and Proposals for the City’s Annual Audit Fiscal Year 2016/2017. (Exhibit “P”)

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

MAYOR’S REPORT

Consent Agenda

- a) Appoint Municipal Deputy Clerks -- Charlene Black and Katie Stewart
- b) Approve payment to Thyssenkrupp Elevator Corp.

Invoice No. 6000259782 Service Date 7.6.17 Repair of parking Garage elevator	
Part PCP GC10360	\$6,817.02
Part PCP CRIPHNA,5.Q Board	\$4,408.57
Labor Repair 5.25 Hour	\$1,806.00
Travel Repair Time 1.75 Hour	\$602.00
Total Due	\$13,633.59
- c) Approve the Bay St. Louis Police Department accepting the donation of a \$50.00 gift card from Lieutenant Jeff Hendrix to be used in the Officer of the Quarter Program
- d) Anonymous donation for the Fire Department’s Hurricane Harvey efforts
- e) Declare the following vehicles surplus which are no longer being used or needed for the City of Bay St. Louis

2007 Ford VIN#2FAHP71W07X101809
2008 Ford VIN#2FAFP71V18X179600
2004 CHEVY VIN#2G1WZ121149326910
- f) Approve intergovernmental transfer of assets agreement between the City of Bay St. Louis and Hancock County Mississippi
- g) Approve the Mississippi Office of Highway Safety and City of Bay St. Louis Grant Agreement for the fiscal year 2018
- h) Authorization to submit grant application FY 2017 Edward Byrne Memorial Justice assistance Grant (JAG) Program
- i) Travel

Department: Finance
Employee: Sissy Gonzales
Date: October 18-20, 2017
Location: Hattiesburg, MS

Reason for Travel: Clerk Certification Training
Sponsoring Organization: MSU Extension Service
Registration: \$200.00
Meals: \$71.75
Transportation: Personal Vehicle \$83.74
Lodging: \$238.00

Discussion

- a) Report on City Council Minutes

Mayor Favre removed item a) from the Consent Agenda.

Motion to transfer \$13,633.59 from the Municipal Reserve Fund to pay the Thyssenkrupp Elevator Corporation invoice for the repair of the elevator at the Bay Saint Louis Garage

Council Member Knoblock motioned, seconded by Council Member Hoffman, to transfer \$13,633.59 from the Municipal Reserve Fund to pay the Thyssenkrupp Elevator Corporation invoice for the repair of the elevator at the Bay Saint Louis Garage. (Exhibit "Q")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to accept the \$50.00 gift card donation from Mediacom to the Bay Saint Louis Police Department to be used in the Officer of the Quarter Program

Council Member Hoffman motioned, seconded by Council Member Knoblock, to accept the \$50.00 gift card donation from Mediacom to the Bay Saint Louis Police Department to be used in the Officer of the Quarter Program. (Exhibit "R")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to accept and spread the \$100.00 cash donation given to the Bay Saint Louis Fire Department for Hurricane Harvey efforts be deposited in the General Fund and be used to purchase Lowe's gift cards for the Bay Saint Louis Police Department's Hurricane Harvey efforts

Council Member Reed motioned, seconded by Council Member DeSalvo, to accept and spread the \$100.00 cash donation given to the Bay Saint Louis Fire Department for Hurricane Harvey efforts deposited in the General Fund and be used to purchase Lowe's gift cards for the Bay Saint Louis Police Department's Hurricane Harvey efforts. (letter as Exhibit "R")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to approve an Intergovernmental Transfer of Assets Agreement between the City of Bay Saint Louis, Mississippi and the County of Hancock, Mississippi, effective September 5, 2017

Council Member Knoblock motioned, seconded by Council Member Smith, to approve an Intergovernmental Transfer of Assets Agreement between the City of Bay Saint Louis, Mississippi and the County of Hancock, Mississippi, effective September 5, 2017 to transfer three (3) fleet vehicles: (Exhibit "S")

2007 Ford VIN#2FAHP71W07X101809
2008 Ford VIN#2FAFP71V18X179600
2004 CHEVY VIN#2G1WZ121149326910

Motion was withdrawn after discussion.

Council Member Hoffman left.

Motion to surplus three (3) City of Bay Saint Louis vehicles, as they have no value

Council Member Zimmerman motioned, seconded by Council Member Reed, to surplus the following three (3) City of Bay Saint Louis vehicles as they have no value:

2007 Ford VIN#2FAHP71W07X101809
2008 Ford VIN#2FAFP71V18X179600
2004 CHEVY VIN#2G1WZ121149326910

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed and Knoblock

VOTING NAY: None

ABSENT: Hoffman

Motion to approve an Intergovernmental Transfer of Assets Agreement between the City of Bay Saint Louis, Mississippi and the County of Hancock, Mississippi, effective September 5, 2017

Council Member Knoblock motioned, seconded by Council Member Smith, to approve an Intergovernmental Transfer of Assets Agreement between the City of Bay Saint Louis, Mississippi and the County of Hancock, Mississippi, effective September 5, 2017 to transfer three (3) fleet vehicles: (Exhibit "S")

2007 Ford VIN#2FAHP71W07X101809
2008 Ford VIN#2FAFP71V18X179600
2004 CHEVY VIN#2G1WZ121149326910

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed and Knoblock

VOTING NAY: None

ABSENT: Hoffman

City Attorney Favre clarified the meaning of value regarding the three (3) vehicles as having no useful value to the City of Bay Saint Louis and that the City of Bay Saint Louis is not using the three (3) vehicles for any City purpose.

Motion to approve the Mississippi Office of Highway Safety Bay Saint Louis Grant Agreement for Fiscal Year 2018 for police traffic services program in the amount of \$12,805.00

Council Member Hoffman motioned, seconded by Council Member Knoblock, to approve the Mississippi Office of Highway Safety Bay Saint Louis Grant Agreement for Fiscal Year 2018 for police traffic services program in the amount of \$12,805.00. (Exhibit "T")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to authorize grant application for Fiscal Year 2017 Edward Byrne Justice Assistance Grant for up to \$222,000.00 to update existing police radios

Council Member DeSalvo motioned, seconded by Council Member Smith, to authorize grant application for Fiscal Year 2017 Edward Byrne Justice Assistance Grant for up to \$222,000.00 to update existing police radios. (Exhibit "U")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to approve travel for the following:

- *City Clerk/Comptroller Gonzales to Hattiesburg for Clerk Certification Training, October 18-20, 2017, sponsored by Mississippi State University Extension Services, with a registration amount of \$200.00, lodging in the amount of \$238.00, meals in the amount of \$71.75 and transportation costs of \$83.74 (reimbursed for use of personal vehicle) and*
- *Stephen Thoms to Biloxi for CEU Training (water certification), September 12-14, 2017, sponsored by MsRWA and Mississippi State Department of Health Water Certification Short Course, with a registration amount of \$175.00, no meal, lodging or transportation (city vehicle used) costs.*

Council Member Smith motioned, seconded by Council Member Hoffman, to approve travel for the following:

- City Clerk/Comptroller Gonzales to Hattiesburg for Clerk Certification Training, October 18-20, 2017, sponsored by Mississippi State University Extension Services, with a registration amount of \$200.00, lodging in the amount of \$238.00, meals in the amount of \$71.75 and transportation costs of \$83.74 (reimbursed for use of personal vehicle) and
- Stephen Thoms to Biloxi for CEU Training (water certification), September 12-14, 2017, sponsored by MsRWA and Mississippi State Department of Health Water Certification Short Course, with a registration amount of \$175.00, no meal, lodging or transportation (city vehicle used) costs.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

ATTORNEY'S REPORT

Motion to spread the final Equipment Lease-Purchase Agreement for the Kubota M5-111 Tractor, S/N 52647, with Terrain King KSM60 Cutter, S/N 17051 with BancorpSouth Bank, on the minutes, and reauthorize the lease purchase documents that have been signed by BancorpSouth Bank and returned to the Bay Saint Louis

Council Member Hoffman motioned, seconded by Council Member Knoblock, to spread the final Equipment Lease-Purchase Agreement for the Kubota M5-111 Tractor, S/N 52647, with Terrain King KSM60 Cutter, S/N 17051 with BancorpSouth Bank, on the minutes, and reauthorize the lease purchase documents that have been signed by BancorpSouth Bank and returned to the Bay Saint Louis. (Exhibit "V")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to spread the final Lease, between the City of Bay Saint Louis, Mississippi and Mandi French doing business as Barre Theory, L.L.C., on the second floor of the Old City Hall

Council Member Hoffman motioned, seconded by Council Member Smith, to spread the final Lease, between the City of Bay Saint Louis, Mississippi and Mandi French doing business as Barre Theory, L.L.C., on the second floor of the Old City Hall. (Exhibit "W")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to approve the final Renewed and Amended Agreement to Continue the Hancock County Library System, that has been reviewed by City Attorney Favre and all changes are complete, and authorize Mayor Favre to sign the agreement on behalf of the City of Bay Saint Louis

Council Member Hoffman motioned, seconded by Council Member DeSalvo, to approve the final Renewed and Amended Agreement to Continue the Hancock County Library System, that has been reviewed by City Attorney Favre and all changes are complete, and authorize Mayor Favre to sign the agreement on behalf of the City of Bay Saint Louis. (Exhibit "X")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to approve the Resolution Appointing Members to the City Library Board of Trustees appointing and ratifying Mayor Favre, City Clerk/Comptroller Gonzales, Council Member Knoblock, Council Member Hoffman and Council Member DeSalvo as Trustees of the Municipal Library Board of Trustees of Bay Saint Louis

Council Member Smith motioned, seconded by Council Member Hoffman, to approve the Resolution Appointing Members to the City Library Board of Trustees appointing and ratifying Mayor Favre, City Clerk/Comptroller Gonzales, Council Member Knoblock, Council Member Hoffman and Council Member DeSalvo as Trustees of the Municipal Library Board of Trustees of Bay Saint Louis. (Exhibit "Y")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to enter into an Agreement, this 5th day of September, 2017, between the City of Bay Saint Louis, Mississippi and Buy-A-Barricade, L.L.C., whereas Buy-A-Barricade, L.L.C. is a local business that sells advertising space on its barricades and markets, sells, creates, and installs signage on its barricades, then donates the barricades to local governments on the Mississippi Coast by selling sponsorships to cover all costs, and to authorize Mayor Favre to execute said Agreement

Council Member Smith motioned, seconded by Council Member Knoblock, to enter into an Agreement, this 5th day of September, 2017, between the City of Bay Saint Louis, Mississippi and Buy-A-Barricade, L.L.C., whereas Buy-A-Barricade, L.L.C. is a local business that sells advertising space on its barricades and markets, sells, creates, and installs signage on its barricades, then donates the barricades to local governments on the Mississippi Coast by selling sponsorships to cover all costs, and to authorize Mayor Favre to execute said Agreement. (Exhibit "Y")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Council Member Smith left.

EXECUTIVE SESSION

Motion to Determine the Need to Go Into Executive Session

Council Member Hoffman moved, seconded by Council Member DeSalvo, to determine the need to go into Executive Session is to discuss litigation for the Scott Favre Public Adjuster, L.L.C. and Ohman versus Bay Saint Louis.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: Smith

Motion to Go Into Executive Session

Council Member Knoblock moved, seconded by Council Member Zimmerman, to go into Executive Session to discuss litigation for the Scott Favre Public Adjuster, L.L.C. and Ohman versus Bay Saint Louis.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: Smith

Council Member Smith returned

Motion to Come Out of Executive Session

Council Member Knoblock moved, seconded by Council Member DeSalvo, to exit Executive Session with action taken.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to give Mayor Favre authority to call a State of Emergency without the City of Bay Saint Louis City Council approval at that time and to be ratified at a later date

Council Member Hoffman moved, seconded by Council Member DeSalvo, to give Mayor Favre authority to call a State of Emergency without the City of Bay Saint Louis City Council approval at that time and to be ratified at a later date.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

MINUTES

Motion to Approve the Minutes of August 9, 2017 Workshop Meeting

Council Member Knoblock moved, seconded by Council Member Smith, to approve the Minutes of August 9, 2017 Workshop Meeting.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to Approve the Minutes of August 17, 2017 Workshop Meeting

Council Member Zimmerman moved, seconded by Council Member Smith, to approve the Minutes of August 17, 2017 Workshop Meeting.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to Approve the Minutes of August 22, 2017

Council Member Hoffman moved, seconded by Council Member Zimmerman, to approve the Minutes of August 22, 2017.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to Approve the Minutes of August 23, 2017 Recessed Meeting

Council Member DeSalvo moved, seconded by Council Member Hoffman, to approve the Minutes of August 23, 2017 Recessed Meeting.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

Motion to Approve the Minutes of August 25, 2017 Emergency Meeting

Council Member Hoffman moved, seconded by Council Member Knoblock, to approve the Minutes of August 25, 2017 Emergency Meeting.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Smith, Hoffman and Knoblock

VOTING NAY: None ABSTAIN: Zimmerman, Seal, Reed ABSENT: None

RECESS

Motion to recess to September 12, 2017 to discuss the 2017/2018 City Budget, and Personnel Ordinance and City insurance Request for Proposals

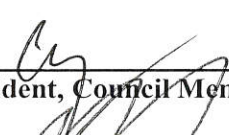
Council Member DeSalvo moved, seconded by Council Member Smith, to recess to September 12, 2017 to discuss the 2017/2018 City Budget, adopt the Personnel Ordinance and City insurance Request for Proposals.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None



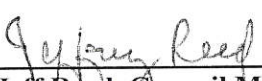
Doug Seal, President, Council Member – Ward 1


10/3/17
Date

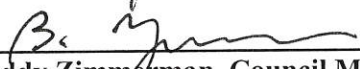


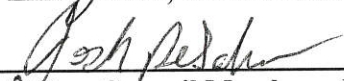
Gene Hoffman, Council Member – Ward 2

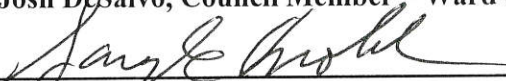
10/3/17
Date

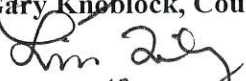

Jeff Reed, Council Member – Ward 3
Date 10/3/17



Larry Smith, Council Member – Ward 4
Date 10/3/17


Buddy Zimmerman, Council Member -- Ward 5
Date 10/3/17


Josh DeSalvo, Council Member – Ward 6
Date 10/3/17


Gary Knoblock, Council Member-at-Large
Date 10/3/2017


Lisa Tilley, Clerk of Council
Date 10-3-17


Mike Favre, Mayor
Date

RECEIVED
SEP 01 2017

**RESOLUTION TO FIX THE TAX LEVIES FOR THE
CITY OF BAY SAINT LOUIS, MISSISSIPPI**

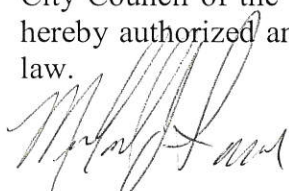
BY: *Oct email - SC*
mtg 9-8-17

WHEREAS, it is necessary and proper at this time, as provided by Section 21-33-45, Mississippi Code of 1972, Annotated, and including all amendments thereto, for the City Council of the City of Bay St. Louis, Mississippi, to fix the tax levies by which all taxes for the purpose hereinafter set forth for the fiscal year beginning October 1, 2017, and ending September 30, 2018, are to be collected;

NOW, THEREFORE, BE IT RESOLVED, that the tax levy of the City of Bay St. Louis, Mississippi, and the Bay St. Louis-Waveland School District of the City of Bay St. Louis, Mississippi, by authority as shown below for the fiscal year beginning October 1, 2017, and ending September 30, 2018, be the same and hereby fixed and levied on all taxable property in said City and School District as follows:

GENERAL FUND (Includes ¼ mill for fire protection purposes, pursuant to Sections 81-1-37 and 83-1-39, Mississippi Code of 1972, Annotated, and all amendments thereto)	21.70 MILLS
DEBT SERVICE FUND	0.93 MILLS
2016 G.O. PUBLIC IMPROVEMENT ROAD BOND	2.00 MILLS
CITY-COUNTY PUBLIC LIBRARY FUND	2.12 MILLS
SUB-TOTAL – MUNICIPAL	<u>26.75 MILLS</u>
SCHOOL SHORTFALL	0.83 MILLS
SCHOOL THREE MILL NOTE	1.85 MILLS
SCHOOL DISTRICT MAINTENANCE FUND (Section 37-57-105, Mississippi Code of 1972, Annotated, and all amendments thereto)	44.83 MILLS
SUB-TOTAL – SCHOOLS	<u>47.51 MILLS</u>
TOTAL TAX LEVY – FISCAL YEAR 2017-2018	74.26 MILLS

BE IT FURTHER RESOLVED, that the tax levy of **74.26 mills** has this day been set by the City Council of the City of Bay St. Louis, Mississippi, and further that the Municipal Clerk is hereby authorized and directed to collect taxes on all assessment rolls as provided by aforesaid law.



MICHAEL J. FAVRE
MAYOR
CITY OF BAY ST. LOUIS



RECEIVED
AUG 30 2017

BY: *via mailbox*
MB 09-05-17

PROCLAMATION

WHEREAS: clubs and organizations in the City of Bay St. Louis dedicate their time and funds in support of those who are in need; and

WHEREAS: the ASGARD MOTORCYCLE CLUB continues to dedicate their service to many organizations in our community to help meet the needs of those less fortunate; and

WHEREAS: the ASGARD MOTORCYCLE CLUB sponsored the 35th Annual Mississippi Gulf Coast Memorial Day Blowout to benefit The Multiple Sclerosis Society of Mississippi, Boys and Girls Club, as well as many other charities; and

WHEREAS: the ASGARD MOTORCYCLE CLUB sponsored the 32nd Annual Toy Run which benefits The Hancock County Doll and Toy Fund, Catholic Social and Community Services and The Hope Haven Doll and Toy Fund; and

WHEREAS: the ASGARD MOTORCYCLE CLUB participated in events such as The 17th Annual Gulf Coast Blessing of the Bikes, 8th Annual Down Syndrome Society Poker Run, 10th Annual Children of Fallen Soldiers Relief Poker Run, 11th Annual Talons Toy Run, 27th Annual Toys for Tykes, 5th Annual Police Officer Tribute Ride, 6th Annual Poker Run Swap Meet for Wounded Warrior Project, 6th Annual Poor Boys Poker Run for Hope Haven Children's Fund, and many more benefits; and

WHEREAS: the ASGARD MOTORCYCLE CLUB has dedicated their time to making a difference, and has been successful in their efforts to improve the quality of life for all; so

NOW THEREFORE, I Mike Favre, Mayor of the City of Bay St. Louis, Mississippi, along with the City Council, do hereby proclaim the 5th day of September, 2017 as,

"ASGARD MOTORCYCLE CLUB DAY"

Mike Favre
Mayor

CITY COUNCIL

Doug Seal, Gene Hoffman, Jeffrey Reed,
Larry Smith, Buddy Zimmerman, Josh DeSalvo, and Gary Knoblock

Exhibit "B"
September 5, 2017

SEP 05 2017

BY: *let* *hand del TF* *ntz 9-5-17*

**RESOLUTION DECLARING AIR SPACE ON SECTION OF MAIN STREET SURPLUS
AND AUTHORIZING PUBLICATION TO ACCEPT SEALED COMPETITIVE BIDS
FOR THE LEASING OF SAID AIR SPACE**

WHEREAS, the Mayor and City Council, the Governing Body (the "Governing Body") of City of Bay St. Louis, Mississippi (the "City"), pursuant to Miss. Code Ann. Section 21-17-1, hereby finds, determines, and adjudicates as follows:

1. The City is the owner of certain air space above the public sidewalk located on Main Street adjacent to Parcel No. 149L-0-29-030.000¹, which belongs to Cure Land Company, LLC ("Developer");

2. Developer is in the process of seeking approvals for the development of a four-story hotel on said parcel, which will front both Beach Boulevard and Main Street;

3. Developer has submitted professional drawings to the City in preparation for preliminary site plan approval and the design of said building on said parcel depicts cantilevered balconies along Main Street which extend out from the proposed hotel building, over the public sidewalk, and into the City's air space²;

4. At the City Council Meeting on August 22, 2017, the City declared its intent to enter into a lease agreement with Developer for the use of the City's air space on Main Street for cantilevered balconies;

5. The Governing Body has (a) made findings on its Minutes that the air space adjacent to said parcel located along Main Street is not necessary for public purposes and no longer needed for municipal purposes; (b) declared the air space over the public sidewalk surplus; and (c) made a finding that leasing the air space will be to the benefit of the citizens of the State of Mississippi, and particularly to the citizens of Bay St. Louis and Hancock County; and

6. It is necessary for the City to follow the process for the declaration of surplus of property and the subsequent lease thereof as set forth in Miss. Code Ann. Section 21-17-1(2)(a), including the publication at least once each week for three (3) consecutive weeks, in The Sea Coast Echo, of the City's intention to lease the air space described herein and to accept sealed competitive bids for the leasing of said air space, and thereafter, to award the lease to the highest bidder in the manner provided by law, while reserving the right to reject any and all bids.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the City of Bay St. Louis, Mississippi, that it has (a) made findings on its Minutes that the air space adjacent to said parcel (belonging to Cure Land Company, LLC) along Main Street is not necessary for public purposes and no longer needed for municipal purposes; (b) declared the air space over the public sidewalk surplus; and (c) made a finding that leasing the air space will be to the benefit

¹ A copy of the Hancock County Tax Parcel Map is attached hereto for reference only as Exhibit "A." A survey of said property is also attached as Exhibit "B."

² A copy of the rendering is attached as Exhibit "C."

Exhibit "C"
September 5, 2017

of the citizens of the State of Mississippi, and particularly to the citizens of Bay St. Louis and Hancock County; and

BE IT FURTHER RESOLVED by this Governing Body that the City Clerk and the City's Administration are hereby authorized to publish at least once each week for three (3) consecutive weeks in The Sea Coast Echo of the City's intention to lease the air space described herein and to accept sealed competitive bids for the leasing of said air space, and thereafter, to award the lease to the highest bidder in the manner provided by law, while reserving the right to reject any and all bids.

After being reduced to writing, the foregoing Resolution was read and considered, section by section, and then as a whole, whereupon Councilman Knoblock moved for its adoption, and after a second by Councilman Hoffman, the following roll call vote was had:

Councilman Doug Seal	✓YEA /	NAY
Councilman Gene Hoffman	✓YEA /	NAY
Councilman Jeff Reed	✓YEA /	NAY
Councilman Larry Smith	✓YEA /	NAY
Councilman Buddy Zimmerman	✓YEA /	NAY
Councilman Josh DeSalvo	✓YEA /	NAY
Councilman Gary Knoblock	✓YEA /	NAY

Passed by the City Council of the City of Bay St. Louis on the 5th day of September, 2017.

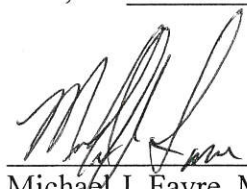
CERTIFICATION

I, Lisa Tilley, Clerk of Council for the City of Bay St. Louis, Mississippi, do hereby certify that the foregoing Resolution was approved and adopted in the public meeting of the City Council held on September 5, 2017 a quorum being present, in the City Council Conference Chambers and to be recorded in the Minute Books of said Council, said Council being the duly elected, qualified, and acting governing body of Bay St. Louis.

Presented by me to the Mayor on this, the 5th day of September, 2017.


Lisa Tilley, Clerk of Council

2017. Approved/Disapproved, and signed by me on this, the 5th day of September



Michael J. Favre, Mayor

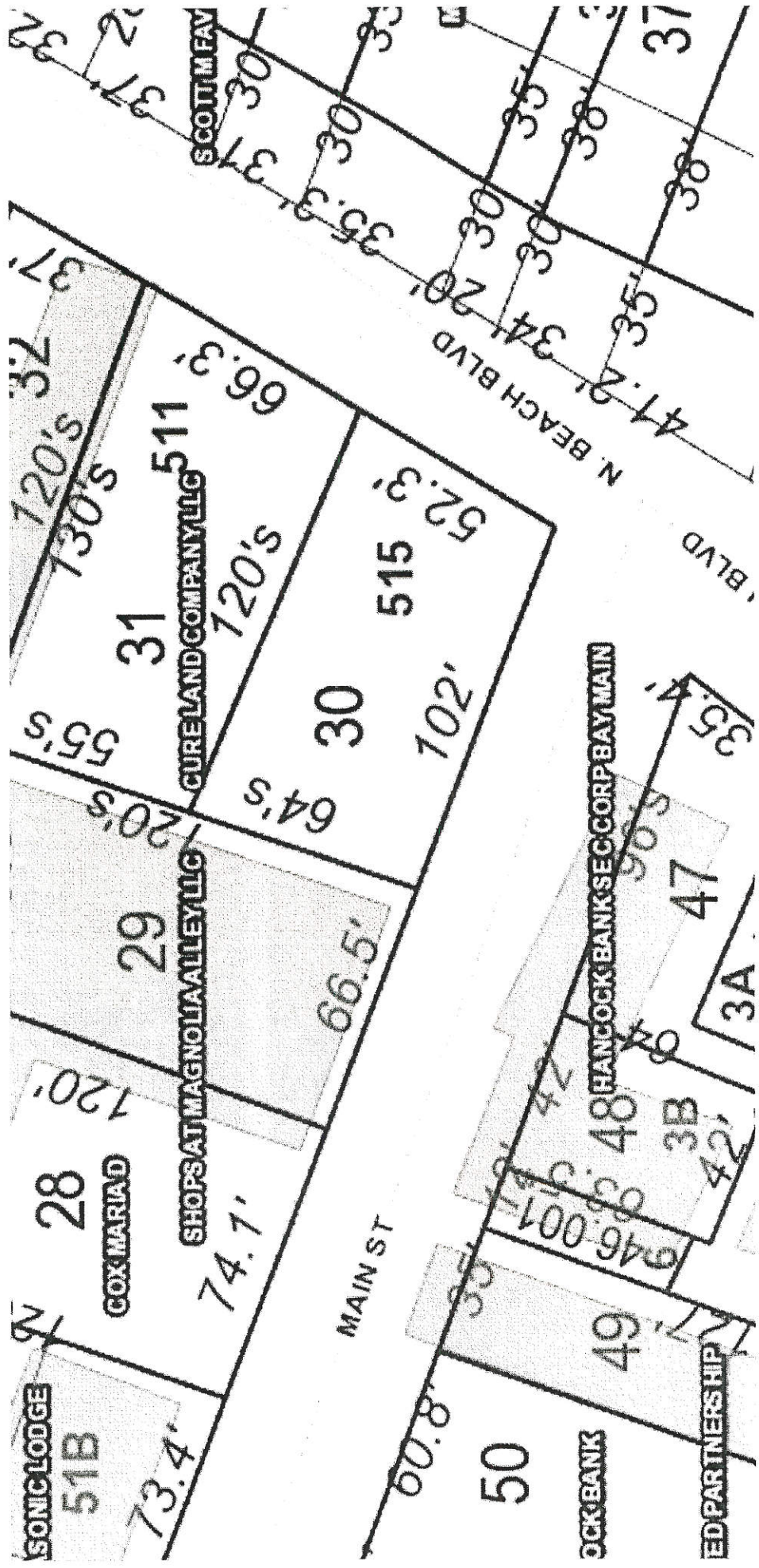
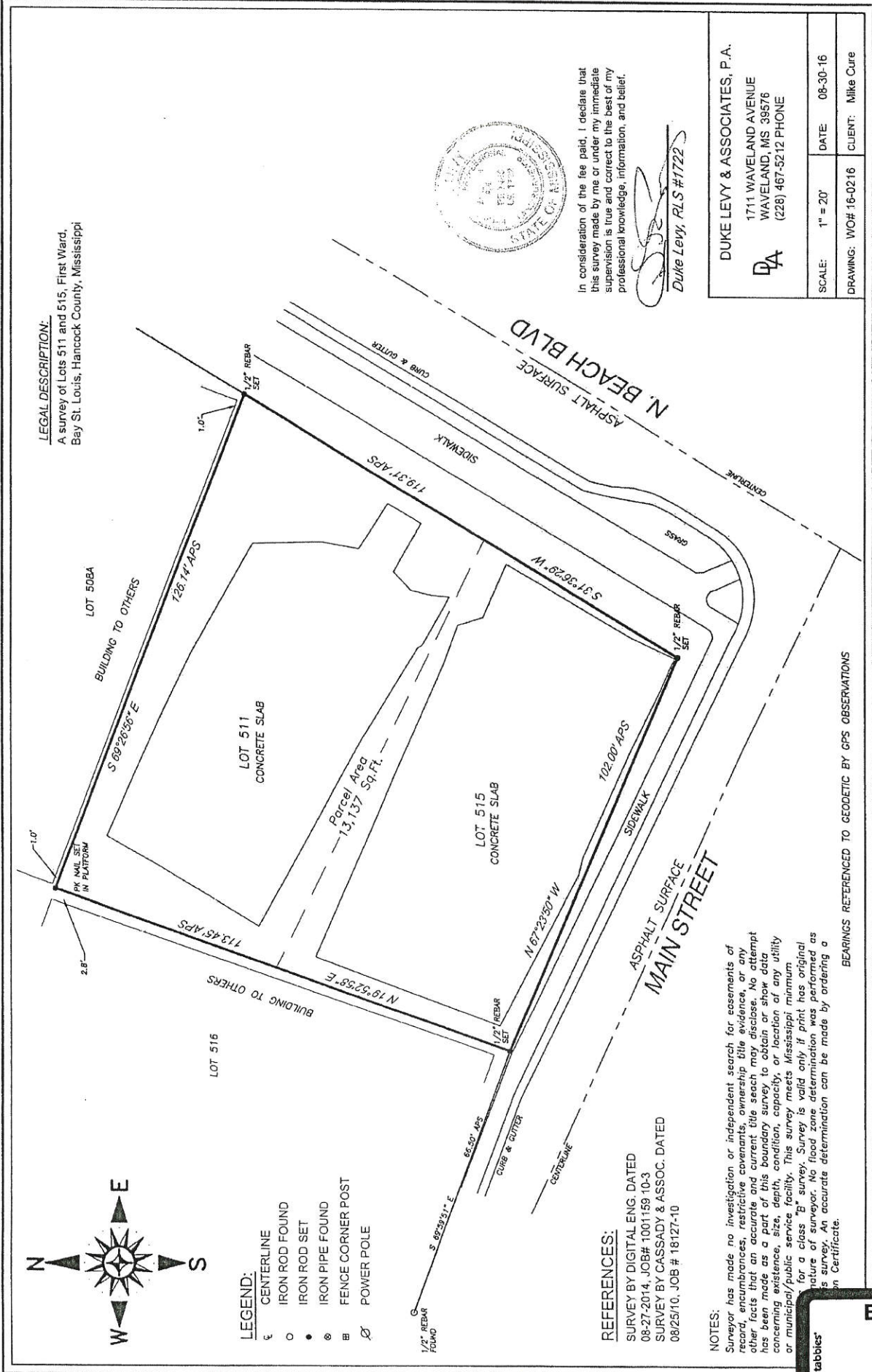
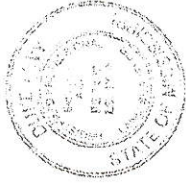
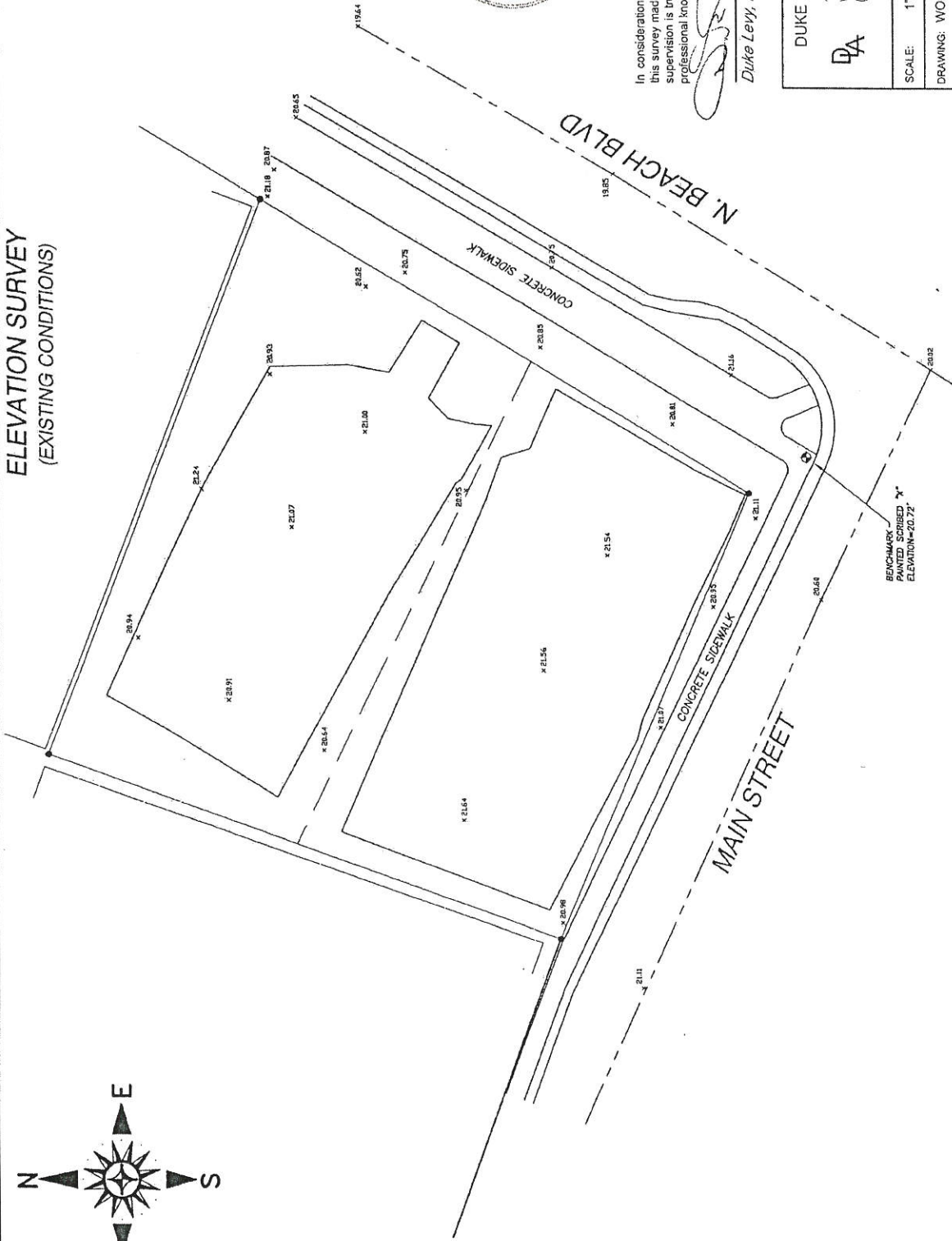
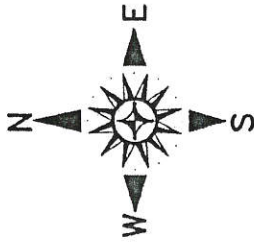


EXHIBIT
A



ELEVATION SURVEY
(EXISTING CONDITIONS)

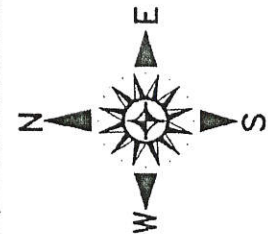


In consideration of the fee paid, I declare that this survey made by me or under my immediate supervision is true and correct to the best of my professional knowledge, information, and belief.

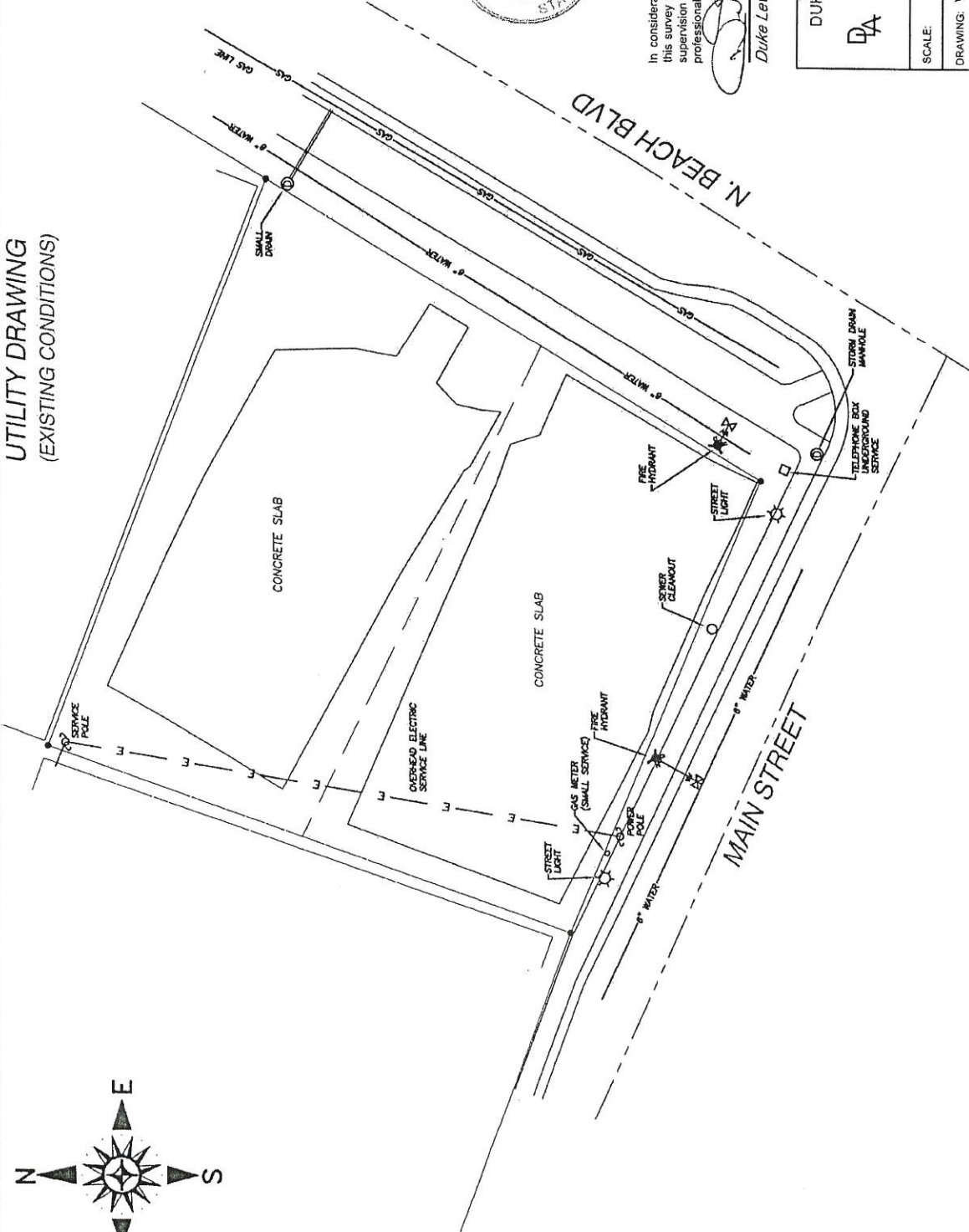
Duke Levy
Duke Levy, RLS #13722

DUKE LEVY & ASSOCIATES, P.A.
1711 WAVELAND AVENUE
WAVELAND, MS 39576
(228) 467-5212 PHONE

SCALE: 1" = 20'	DATE: 08-30-16
DRAWING: WOF# 16-0216	CLIENT: Mike Cure



UTILITY DRAWING
(EXISTING CONDITIONS)



In consideration of the fee paid, I declare that this survey made by me or under my immediate supervision is true and correct to the best of my professional knowledge, information, and belief.

[Signature]
Duke Levy, RLS #1722

DUKE LEVY & ASSOCIATES, P.A.

1711 WAVELAND AVENUE
WAVELAND, MS 39576
(228) 467-5212 PHONE



SCALE: 1" = 20'	DATE: 08-30-16	CLIENT: Mike Cure
DRAWING: W016 16-0216		

C

A Professional Corporation | 850 Tchoupitoulas Street | New Orleans, Louisiana 70130 | T (504) 523-2772 | F (504) 523-3081 | www.jagalingroup.com

X-24

MATCH-UP TYPES:	
A) 	A) CARPETED BALCONIES
B) 	1) 3 0 2 4 7/8 X 9 64.96 SF
	2) 1 0 4 8 7/8 X 25 110.83 SF
	3) 1 0 1 SLABE 126.71 SF
B) GROUND SUPPORTED GALLERY	
1 NORTH BEACH	874.91 SF
TOTAL:	1,177.45 SF



A Professional Corporation | 350 Tchoupitoulas Street | New Orleans, Louisiana 70130 | T (504) 522-2772 | F (504) 522-2581 | www.taquinier.com

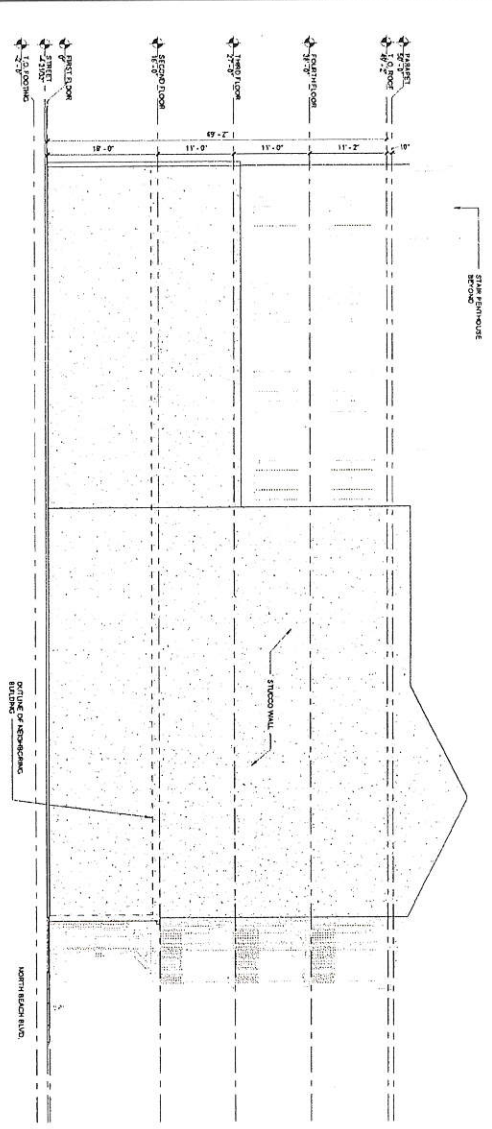
Contractor Address: _____
Contractor Address: _____
(area code) number _____

NOT FOR
CONSTRUCTION

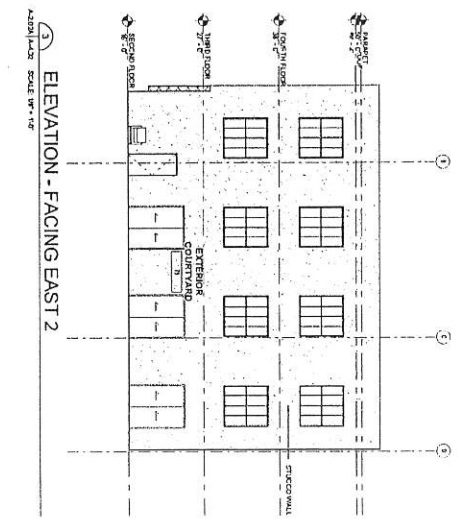
Page No.	Page Date	Page Title	Page Content
1	07/10/17	07/10/17	

**BUILDING
ELEVATIONS**

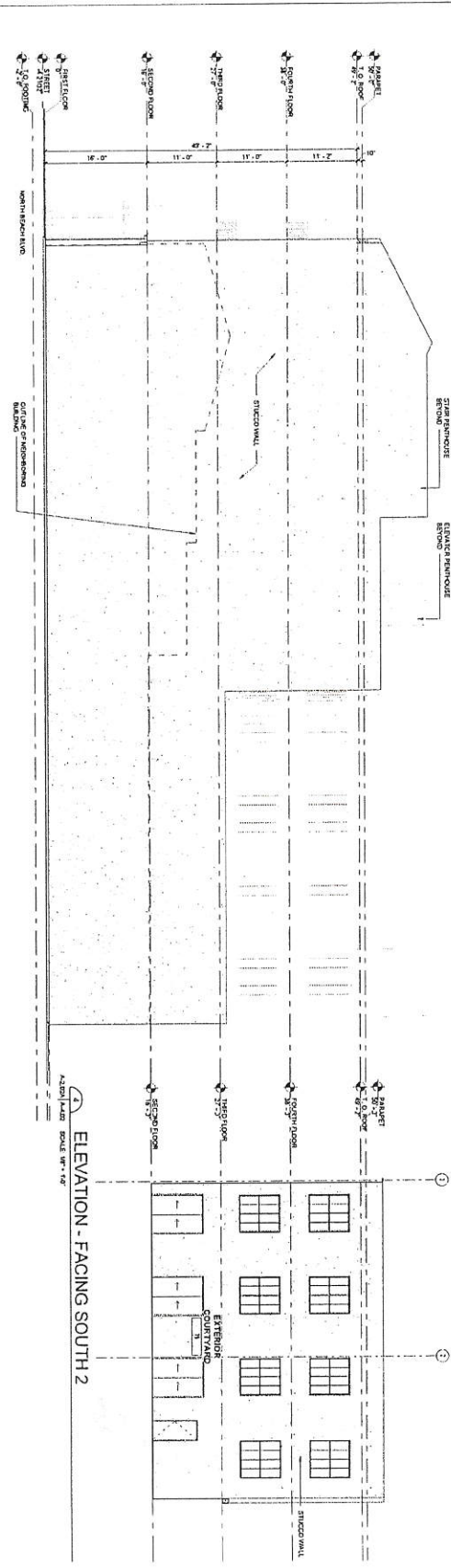
A-4.01



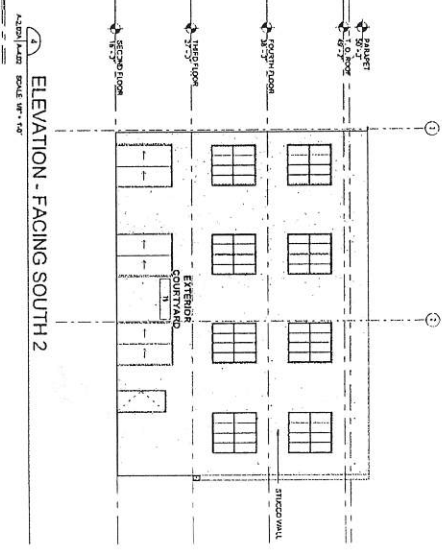
ELEVATION - FACING EAST



ELEVATION - FACING EAST 2



ELEVATION - FACING SOUTH



ELEVATION - FACING SOUTH 2

North Beach Hotel

New Construction
104 North Beach Blvd.
Bay St Louis, MS 39520

TRAPOLIN • PEER ARCHITECTS

A Professional Corporation 610 Third Street, Suite 200, New Orleans, Louisiana 70130 | (504) 523-2727 | (504) 523-2000 | www.trapolinpeer.com

DESIGN DEVELOPMENT

Client: Land Co.

Contractor Name
Contract Address 1
Contract Address 2
(breviary) Number

NOT FOR
CONSTRUCTION

Project Name	CHURCH
Project Address	104 North Beach Blvd.
Project City	Bay St Louis, MS
Project State	MS
Project Zip	39520
Project Date	07/19/17

A-4.02

RECEIVED

SEP 05 2017

BY: Get ^{hand del-} Robert Culumber
mtg 9-5-17



**Culumber
Harvey &
Associates, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

Exhibit "D"
September 5, 2017



The CPA. Never Underestimate The Value.®

Audited Financial Report

**City of Bay St. Louis
Bay St. Louis, Mississippi**

Fiscal Year Ended September 30, 2016

City of Bay St. Louis, Mississippi
Audited Financial Report
Fiscal Year Ended September 30, 2016
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Introductory Section

City of Bay St. Louis, Mississippi

Listing of City Officials

September 30, 2016

Elected Officials

Mayor	Les Fillingame
Councilmember at Large.....	Mike Favre
Councilmember Ward 1	Doug Seal, Jr.
Councilmember Ward 2	Wendy McDonald
Councilmember Ward 3	Jeffrey Reed
Councilmember Ward 4	Robert J. Compretta
Councilmember Ward 5	Joey Boudin
Councilmember Ward 6	Lonnie Falgout

Appointed Department Heads

City Clerk	Paula Fairconnetue
City Attorney	Trent Favre
Police Department.....	Vacant
Fire Department	Monty Strong
Public Works.....	Kim Favre

Financial Section

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Council
City of Bay St. Louis, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Bay St. Louis, Mississippi ("City"), as of and for the year ended September 30, 2016, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

Basis for Qualified Opinion

As discussed in Note R and S to the financial statements, the City is under an ongoing investigation by the Federal Bureau Investigation (FBI) for potential collusion and nepotism in payroll fraud and other matters pertaining to the police department. The amount by which this potential payroll fraud would affect the financial statements of the governmental activities has not been determined. We were unable to obtain sufficient appropriate audit evidence about the ongoing FBI investigation for the year then ended because information on the investigation has not been released to the City. Consequently, we were unable to determine whether any adjustments are needed to the financial statements on matters pertaining to the FBI investigation of the police department.

Qualified Opinion

In our opinion, except for the effects of the matters described in the "Basis for Qualified Opinion" paragraph above, the financial statements referred to above present fairly, in all material respects, the respective financial

position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2016, and the respective changes in financial position and cash flows, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 7 through 13, the schedule of budgetary comparison information on pages 50 through 52 and the schedules of the City's Proportionate Share of the Net Pension Liability and Schedule of City Contributions on pages 53 through 54 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, the combining non-major fund financial statements, the schedule of long-term debt, surety bonds, and statistical schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards presented for purposes of additional analysis is also not a required part of the financial statements.

The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information mentioned above is fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory section, the schedule of long-term debt, surety bonds, and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 31, 2017, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Culumber, Harvey & Associates, P.A.

Culumber, Harvey and Associates, PA
Certified Public Accountants

Gulfport, Mississippi
July 31, 2017

Management's Discussion and Analysis

**CITY OF BAY ST. LOUIS, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

Introduction

The following Management's Discussion and Analysis of the City of Bay St. Louis ("the City") activities and financial performance provides an introduction to the financial statements of the City for the fiscal year ended September 30, 2016. The information contained in this Management's Discussion and Analysis has been prepared by management and should be considered in conjunction with the financial statements and the notes thereto, which follow this section.

The components of the annual financial report include:

- Management's Discussion and Analysis (MD&A)
- Basic Financial Statements
- Required Supplemental Information (RSI)

The MD&A introduces the basic financial statements and provides an analytical overview of the City's financial activities. This MD&A provides comparisons with the previous year.

Financial Highlights

- The City's assets and deferred outflows of resources exceeded its liabilities at September 30, 2016 by \$112,518,295 and by \$117,140,047 at September 30, 2015.
- The total net position decreased by \$4,621,752 for 2016 and decreased by \$12,784,545 for 2015; and of these amounts, governmental activities decreased by \$2,184,208, while business type activities decreased by \$2,437,544 during 2016. During 2015, governmental activities net position decreased by \$9,016,539, largely from implementing GASB 68 for pension liabilities, and business type activities net position decreased by \$3,768,006.
- The City's governmental funds reported a combined ending fund balance of \$4,204,011 for 2016, and \$1,592,810 for 2015, an increase of \$2,611,201.
- Unassigned fund balance for the general fund was \$(184,799) for 2016 compared to \$(94,200) for 2015.
- The City was named one of America's coolest small towns in 2013 by Budgettravel.com.
- The City was named one of the Best Little Beach Towns on the Gulf Coast according to Coastal Living Magazine.
- Our Harbor was voted second place in the 2015 Boater's Choice Top-Ten All-Around Marinas according to Marinas.com.

According to the US Census updates, the City of Bay St. Louis has experienced the fastest growing population in the state since the 2010 census was completed. That, combined with a rapidly expanding commercial presence in the City indicates that the City's efficient operations are attracting new residents and businesses alike. The city continues to provide one of the lowest property tax rates in the area and offers very competitive utility rates for citizens. The city has grown geographically to twice its size since 2005 due to annexation and manages over \$150,000,000 in net assets while streamlining its workforce by 10% during that same time. Applied operational efficiency has enabled the city to accumulate a healthy municipal reserves fund as of the date of this report. These measures will ensure that Bay St. Louis continues to be "A Place Apart" for its citizens to enjoy.

**CITY OF BAY ST. LOUIS, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

Overview of the Financial Statements

The City's basic financial statements comprise the following elements:

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. There are two government-wide statements: the state of net position and the statement of activities.

The statement of net position presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, public works, health & welfare, economic development, and culture and recreation. The major business-type activities of the City include providing water and sewer services to the residents of the City of Bay St. Louis.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting not only to ensure and demonstrate compliance with finance-related legal requirements but also to help control and manage money for particular purposes or to show it is meeting legal responsibilities for using certain taxes, grants, and other money. All of the funds of the City can be divided into two categories:

- **Governmental funds**

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near term financing requirements.

The City maintains eight individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, which is always classified as a major fund, and the other governmental funds for the purpose of consistency. The municipal reserve and debt service fund was also selected by the City to be reported as a major fund due to its importance to readers, and the road construction fund was selected as a major fund due to its liabilities.

- **Proprietary Fund**

The City maintains two enterprise funds, which is only one type of proprietary fund. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. Information is presented in the proprietary statement of net position and the proprietary statement of revenues, expenses, and changes in net position, along with a statement of cash flow.

**CITY OF BAY ST. LOUIS, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

Notes to the Financial Statements

Notes to the financial statements provide additional information that is essential to the full understanding of the data provided in the government-wide and fund financial statements.

Refer to Note 1 for more detailed information on the elements of the financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain other supplemental information. The budget comparisons for the general fund and municipal reserve fund are presented immediately after the basic financial statements as required supplemental information.

Government-wide Financial Analysis

The table below presents the City's condensed statement of net position as of September 30, 2016 and 2015.

Government-Wide Statement of Net Position

	Governmental Activities		Business-type Activities		Total Primary Government	
	2016	2015	2016	2015	2016	2015
Assets:						
Current and other assets	\$ 6,237,223	\$ 2,447,315	\$ 2,181,728	\$ 1,213,928	\$ 8,418,951	\$ 3,661,243
Capital assets, net	53,982,827	53,419,571	69,840,422	73,369,750	123,823,249	126,789,321
Total assets	60,220,050	55,866,886	72,022,150	74,583,678	132,242,200	130,450,564
Deferred Outflows of Resources	2,011,211	1,521,623	259,246	199,632	2,270,457	1,721,255
Liabilities:						
Current and other liabilities	2,480,911	1,038,102	873,543	779,252	3,354,454	1,817,354
Long-term liabilities	15,312,277	10,387,842	1,987,643	2,230,130	17,299,920	12,617,972
Total liabilities	17,793,188	11,425,944	2,861,186	3,009,382	20,654,374	14,435,326
Deferred Inflows of Resources	1,186,986	527,270	153,002	69,176	1,339,988	596,446
Net position:						
Invested in capital assets, net of related debt	48,034,658	51,703,058	68,790,422	71,989,750	116,825,080	123,692,808
Restricted	4,127,081	1,419,274	392,369	196,560	4,519,450	1,615,834
Unrestricted	(8,910,652)	(7,687,037)	84,417	(481,558)	(8,826,235)	(8,168,595)
Total net position	\$ 43,251,087	\$ 45,435,295	\$ 69,267,208	\$ 71,704,752	\$ 112,518,295	\$ 117,140,047

Analysis of Government Wide Statement of Net Position:

The City's assets exceeded liabilities by \$112,518,295 for 2016 and by \$117,140,047 for 2015. By far, the largest portion of the City's net assets reflects its investment in capital assets, less any related debt used to acquire or construct those assets. In 2016, that amount decreased by \$6,867,728 from \$123,692,808 in 2015 to \$116,825,080 in 2016, while the capital assets, net of depreciation also decreased \$2,966,072 from \$126,789,321 in 2015 to \$123,823,249 in 2016. There remains \$3,293,505 of construction in progress on the fixed asset books at the end of 2016. The restricted net assets of \$4,519,450 are comprised of \$3,186,112 for capital improvements, \$436,231 for public safety, \$864,730 for future debt service, and \$32,377 for community rental deposits. The remaining deficit balance of \$(8,826,235) is a result of implementing GASB 68 on pension liability.

**CITY OF BAY ST. LOUIS, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

The table below presents the City's condensed statement of activities as of September 30, 2016 and 2015:

Government Wide Statement of Activities						
	Governmental Activities		Business-type Activities		Total	
	2016	2015	2016	2015	2016	2015
Revenues						
Program revenues						
Charges for services	\$ 580,308	\$ 458,510	\$ 4,359,447	\$ 3,983,494	\$ 4,939,755	\$ 4,442,004
Operating grants	155,813	374,633	-	-	155,813	374,633
Capital grants	439,092	-	16,558	19,099	455,650	19,099
Total program	1,175,213	833,143	4,376,005	4,002,593	5,551,218	4,835,736
General revenues						
Property taxes	2,358,259	2,315,702	-	-	2,358,259	2,315,702
Sales taxes	1,464,861	1,472,826	-	-	1,464,861	1,472,826
Franchise taxes	395,700	440,103	-	-	395,700	440,103
Gaming revenue	2,091,112	2,122,677	-	-	2,091,112	2,122,677
Intergovernmental	548,801	276,869	-	-	548,801	276,869
Gain on sale of assets	40,098	276,551	-	-	40,098	276,551
Other	98,094	410,945	16,641	44,810	114,735	455,755
Total general	6,996,925	7,315,673	16,641	44,810	7,013,566	7,360,483
Total revenues	8,172,138	8,148,816	4,392,646	4,047,403	12,564,784	12,196,219
Expenses						
General government	2,740,183	2,742,988	-	-	2,740,183	2,742,988
Public safety	4,077,090	3,687,750	-	-	4,077,090	3,687,750
Public works	2,990,118	3,026,135	-	-	2,990,118	3,026,135
Culture and recreation	718,130	677,944	-	-	718,130	677,944
Interest	90,825	65,058	-	-	90,825	65,058
Water, sewer, and gas	-	-	5,554,339	5,604,634	5,554,339	5,604,634
Harbor	-	-	1,015,851	997,287	1,015,851	997,287
Total expenses	10,616,346	10,199,875	6,570,190	6,601,921	17,186,536	16,801,796
Operating income (loss)	(2,444,208)	(2,051,059)	(2,177,544)	(2,554,518)	(4,621,752)	(4,605,577)
Unallowable grant costs	-	(302,729)	-	-	-	(302,729)
Operating Transfers	260,000	300,000	(260,000)	(300,000)	-	-
Change in net position	(2,184,208)	(2,053,788)	(2,437,544)	(2,854,518)	(4,621,752)	(4,908,306)
Beginning net position	45,435,295	54,451,834	71,704,752	75,472,758	117,140,047	129,924,592
Prior period adjustments	-	(6,962,751)	-	(913,488)	-	(7,876,239)
Restated beginning net	45,435,295	47,489,083	71,704,752	74,559,270	117,140,047	122,048,353
Ending net position	\$43,251,087	\$45,435,295	\$69,267,208	\$71,704,752	\$112,518,295	\$ 117,140,047

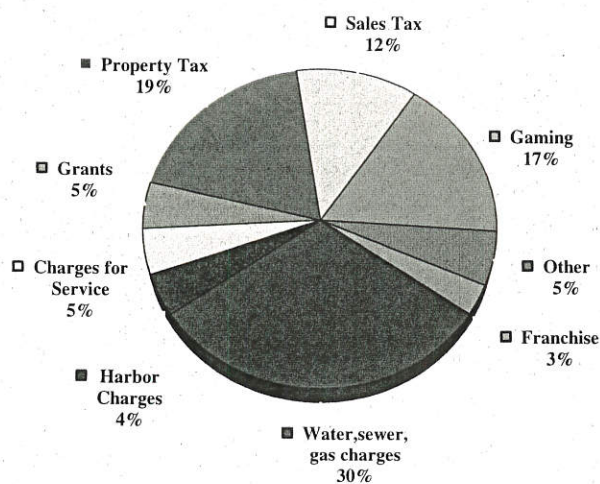
Analysis of Government Wide Statement of Activities:

Revenues

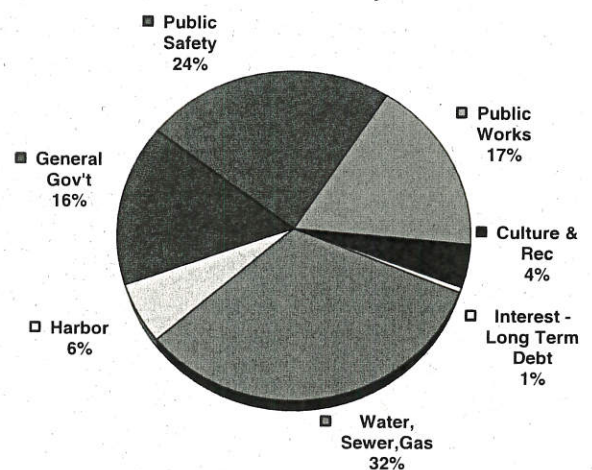
Total revenues increased by \$368,565 for 2016, from \$12,196,219 in 2015 to \$12,564,784 in 2016. With the near completion of hurricane recovery, federal grants are returning to pre-hurricane levels. The following graphs reflect the revenues and expenses of the City and the percentage of total for each type.

**CITY OF BAY ST. LOUIS, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

Where does the Money Come From?



How is the Money Used?



Property Tax – Property tax accounts for \$2.3 million or 19% of the City's total revenues and is considered one of the most stable revenue sources for the City. The City's property tax revenue increased by \$42,557 compared to the previous year. The entire Gulf South Region is experiencing significant insurance cost increases, increased cost of construction due to new elevation requirements, and overall insurability issues.

Sales Tax – A significant source of revenue for the City is sales taxes accounting for \$1,464,861 or 12% of the City's total revenues. Sales tax decreased by \$7,965 from the prior year.

Gaming revenue – Another significant source of revenue for the City is gaming revenues totaling \$2,091,112 for 2016 and \$2,122,677 for 2015, a decrease of \$31,565.

Expenses

Total program expenses increased by \$384,740 from \$16,801,796 in 2015 to \$17,186,536 in 2016. The chart below represents the cost of each of the City's major governmental functional areas for 2016:

	Total Cost of Service	Net Cost of Service
Governmental Activities:		
General Government	\$ 2,740,183	\$ 2,341,637
Public Safety	4,077,090	3,739,307
Public Works	2,990,118	2,551,234
Culture and Recreation	718,130	718,130
Interest on long term debt	90,825	90,825
Total Governmental activities	\$ 10,616,346	\$ 9,441,133

**CITY OF BAY ST. LOUIS, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

Governmental Funds Analysis

As of the close of the fiscal year, the City's governmental funds reported a combined ending fund balance of \$4,204,011, an increase of \$2,611,201 from the previous fiscal year. Of that balance \$3,318,475 is restricted and/or committed for capital improvements, \$334,285 for law enforcement, \$114,579 for fire safety, \$32,377 for community rental deposits, and \$472,361 for future debt service payments, with the remainder unrestricted in the general fund.

- General Fund
 1. Fund balance totaled \$78,890, a decrease of \$40,184 from the previous year.
 2. Revenues decreased \$71,146, while expenditures increased by \$254,226.
 3. Received \$260,000 transfer from water, sewer, gas, and harbor funds.
 4. Received \$560,310 capital lease loan proceeds for a tractor and fire truck.
- Debt Service Fund
 1. Paid out \$372,452 in debt service and received \$322,954 in property tax revenues.
 2. Received \$396,533 from the county to cover the road construction general government bonds.
 3. Amounts transferred in from general fund totaled \$49,000.
 4. Fund Balance totaled \$472,361, an increase of \$396,114 from the previous year.

Enterprise Funds Analysis

Total operating income increased \$375,953 from previous year, and the net change in position was \$(2,437,544) after transferring \$260,000 to the General fund, resulting in unrestricted net position of \$84,417 at the end of 2016.

	2016	2015
Operating Revenues	\$ 4,359,447	\$ 3,983,494
Operating Expenses	6,535,914	6,555,381
Operating Income	(2,176,467)	(2,571,887)
Non-Operating Items:		
Interest Expense	(34,276)	(46,540)
Other Income	16,641	44,810
Grant Revenue	16,558	19,099
Transfers Out	(260,000)	(300,000)
Transfers In	-	-
Total Non-Operating	(261,077)	(282,631)
Change in Net Position	\$ (2,437,544)	\$ (2,854,518)

Budget Variances in the General Fund

Amendments to the original budget increased total appropriations by \$1,612,104; while, budgeted revenues only increased by \$683,817. Refer to the budgetary comparison schedule for the General Fund on page 50-51 in the RSI section of the annual report.

Capital Asset and Long-Term Debt Activity

Capital Asset Activity

At September 30, 2016, the City reported \$53,982,827 in net capital assets for governmental activities and \$69,840,422 for business-type activities for a total of \$123,823,249 net of depreciation, compared to \$126,789,321 for 2015. Construction in progress increased from \$98,612 in 2015 to \$2,435,872 in 2016.

**CITY OF BAY ST. LOUIS, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

**Capital Assets
(net of depreciation)**

	Governmental Activities		Business-type Activities		Total	
	2016	2015	2016	2015	2016	2015
Land	\$ 857,633	\$ 857,633	\$ -	\$ -	\$ 857,633	\$ 857,633
Buildings	26,132,005	26,636,480	39,978	40,978	26,171,983	26,677,458
Machinery & equipment	515,441	511,272	182,843	191,022	698,284	702,294
Infrastructure/improvements	22,493,473	23,998,765	69,584,455	73,127,047	92,077,928	97,125,812
Vehicles	206,625	235,069	10,703	10,703	217,328	245,772
Leased equipment/vehicles	1,364,221	1,081,740	-	-	1,364,221	1,081,740
Construction in progress	2,413,429	98,612	22,443	-	2,435,872	98,612
Total	<u>\$53,982,827</u>	<u>\$53,419,571</u>	<u>\$69,840,422</u>	<u>\$73,369,750</u>	<u>\$123,823,249</u>	<u>\$ 126,789,321</u>

Additional information on the City's capital assets can be found in Note H on pages 37-39 of this report.

Long-Term Debt Activity

At the end of the current fiscal year, the City had \$7,287,686 in outstanding debt. During the year, the City issued \$4,000,000 in General Obligation Bond, Series 2016 and \$560,310 in capital leases for a fire truck and a Kubota tractor. Additional information on the City's long-term debt can be found in Note J: Long-Term Debt on pages 40-42 and the Schedule of Long-Term Debt on page 59 of the supplemental information section of this report.

Bonds, Loans, and Other Debt

	Governmental Activities		Business-type Activities		Total	
	2016	2015	2016	2015	2016	2015
Bonds payable	\$ 4,430,000	\$ 537,500	\$ 1,050,000	\$ 1,380,000	\$ 5,480,000	\$ 1,917,500
Capital leases payable	1,442,481	1,047,466	-	-	1,442,481	1,047,466
Notes payable	75,688	131,547	-	-	75,688	131,547
Compensated absences	256,017	252,418	33,500	32,721	289,517	285,139
Total	<u>\$ 6,204,186</u>	<u>\$ 1,968,931</u>	<u>\$ 1,083,500</u>	<u>\$ 1,412,721</u>	<u>\$ 7,287,686</u>	<u>\$ 3,381,652</u>

Contact the City's Financial Management

Questions about this report or requests for additional financial information may be addressed to:

Sissy Gonzales, City Comptroller
City of Bay St. Louis, Mississippi
P. O. Box 2550
Bay St. Louis, MS 39521

Basic Financial Statements

City of Bay St. Louis, Mississippi
Statement of Net Position
September 30, 2016

	Primary Government		
	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	\$ 4,435,973	\$ 578,944	\$ 5,014,917
Restricted cash	146,956	957,757	1,104,713
Receivables:			
Taxes	401,636	-	401,636
Customer accounts, net	-	711,547	711,547
Due from other governments	488,522	-	488,522
Other	500,981	-	500,981
Inventory	-	58,126	58,126
Internal balances	146,422	(146,422)	-
Prepaid insurance	116,733	21,776	138,509
Capital assets:			
Land and construction in progress	3,271,062	22,443	3,293,505
Other (net of accumulated depreciation)	50,711,765	69,817,979	120,529,744
Total assets	<u>60,220,050</u>	<u>72,022,150</u>	<u>132,242,200</u>
Deferred Outflows of Resources			
Deferred amount on pension	<u>2,011,211</u>	<u>259,246</u>	<u>2,270,457</u>
Liabilities			
Accounts payable	1,747,932	204,148	1,952,080
Accrued payroll	86,072	11,571	97,643
Accrued interest payable	76,117	8,177	84,294
Deposits payable	26,900	309,647	336,547
Due within one year:			
Bonds and notes	543,890	340,000	883,890
Due beyond one year:			
Bonds and notes	5,404,279	710,000	6,114,279
Net pension liability	9,651,981	1,244,143	10,896,124
Compensated absences	256,017	33,500	289,517
Total liabilities	<u>17,793,188</u>	<u>2,861,186</u>	<u>20,654,374</u>
Deferred Inflows of Resources			
Deferred amount on pension	<u>1,186,986</u>	<u>153,002</u>	<u>1,339,988</u>
Net position			
Net Investment in capital assets	48,034,658	68,790,422	116,825,080
Restricted for:			
Debt service	472,361	392,369	864,730
Public safety	436,231	-	436,231
Community rental	32,377	-	32,377
Capital improvements	3,186,112	-	3,186,112
Unrestricted	(8,910,652)	84,417	(8,826,235)
Total net position	<u>\$ 43,251,087</u>	<u>\$ 69,267,208</u>	<u>\$ 112,518,295</u>

The Accompanying Notes are an Integral Part of the Financial Statements.

City of Bay St. Louis, Mississippi
Statement of Activities

For the Fiscal Year Ended September 30, 2016

Functions/Programs	Program Revenues			Net (Expenses) Revenues and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Primary Government		Total
				Governmental Activities	Business-Type Activities	
Governmental Activities:						
General Government	\$ 2,740,183	\$ 398,546	\$ -	\$ (2,341,637)	\$ -	\$ (2,341,637)
Public Safety	4,077,090	181,762	155,813	(3,739,307)	-	(3,739,307)
Public Works	2,990,118	-	438,884	(2,551,234)	-	(2,551,234)
Culture and Recreation	718,130	-	-	(718,130)	-	(718,130)
Interest and Other, Long-Term Debt	90,825	-	-	(90,825)	-	(90,825)
Total Governmental Activities	10,616,346	580,308	155,813	(9,441,133)	-	(9,441,133)
Business-Type Activities:						
Water, sewer, and gas	5,554,339	3,827,374	-	-	(1,726,965)	(1,726,965)
Harbor	1,015,851	532,073	16,558	-	(467,220)	(467,220)
Total Business-Type Activities	6,570,190	4,359,447	16,558	-	(2,194,185)	(2,194,185)
Total Primary Government	\$ 17,186,536	\$ 4,939,755	\$ 155,813	(9,441,133)	(2,194,185)	(11,635,318)
General revenues:						
Property taxes				2,358,259	-	2,358,259
Sales taxes				1,464,861	-	1,464,861
Franchise taxes				395,700	-	395,700
Gaming revenues				2,091,112	-	2,091,112
Intergovernmental				548,801	-	548,801
Gain (loss) on sale of assets				40,098	-	40,098
Miscellaneous				98,094	16,641	114,735
Operating transfers				260,000	(260,000)	-
Total general revenues and transfers				7,256,925	(243,359)	7,013,566
Change in net position				(2,184,208)	(2,437,544)	(4,621,752)
Net Position - beginning of period				45,435,295	71,704,752	117,140,047
Prior period adjustment				-	-	-
Net Position - beginning as restated				45,435,295	71,704,752	117,140,047
Net Position - end of period				\$ 43,251,087	\$ 69,267,208	\$ 112,518,295

The Accompanying Notes are an Integral Part of the Financial Statements.

City of Bay St. Louis, Mississippi
Balance Sheet
Governmental Funds
September 30, 2016

	General	Municipal Reserve	Debt Service	Road Construction	Other Non-Major Governmental	Total Governmental
Assets						
Cash and cash equivalents	\$ 51,966	\$ 781,134	\$ 453,129	\$ 3,100,070	\$ 49,674	\$ 4,435,973
Restricted cash	146,956	-	-	-	-	146,956
Receivables:						
Property taxes	28,929	1,841	4,084	-	-	34,854
Sales taxes	245,226	-	-	-	-	245,226
Franchise taxes	121,556	-	-	-	-	121,556
Gaming	152,519	-	-	-	-	152,519
Court fines, net	154,657	-	-	-	-	154,657
Grants	-	340,308	-	-	-	340,308
Other	6,016	-	-	-	-	6,016
Due from other governments	164,518	-	1,682	-	169,803	336,003
Due from other funds	175,592	120,100	57,458	-	427,020	780,170
Prepays	116,733	-	-	-	-	116,733
Total assets	<u>1,364,668</u>	<u>1,243,383</u>	<u>516,353</u>	<u>3,100,070</u>	<u>646,497</u>	<u>6,870,971</u>
Liabilities, Deferred Inflows of Resources, and Fund Balances						
<i>Liabilities</i>						
Accounts payable	287,826	272,197	-	805,972	179,849	1,545,844
Accrued liabilities	122,916	-	-	79,172	-	202,088
Accrued payroll	86,072	-	-	-	-	86,072
Rental deposits	26,900	-	-	-	-	26,900
Due to other funds	589,756	-	43,992	-	-	633,748
Total liabilities	<u>1,113,470</u>	<u>272,197</u>	<u>43,992</u>	<u>885,144</u>	<u>179,849</u>	<u>2,494,652</u>
<i>Deferred Inflows of Resources</i>						
Deferred rental revenue	17,650	-	-	-	-	17,650
Deferred court fees	154,658	-	-	-	-	154,658
Total deferred revenue	<u>172,308</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>172,308</u>
<i>Fund Balances</i>						
Nonspendable for prepaids	116,733	-	-	-	-	116,733
Restricted for:						
Capital improvements	-	971,186	-	2,214,926	-	3,186,112
Community rental	32,377	-	-	-	-	32,377
Fire safety	114,579	-	-	-	-	114,579
Law enforcement	-	-	-	-	321,652	321,652
Debt service	-	-	472,361	-	-	472,361
Committed:						
Law enforcement	-	-	-	-	12,633	12,633
Capital improvements	-	-	-	-	132,363	132,363
Assigned for subsequent year appropriations	-	-	-	-	-	-
Unassigned	(184,799)	-	-	-	-	(184,799)
Total fund balances	<u>78,890</u>	<u>971,186</u>	<u>472,361</u>	<u>2,214,926</u>	<u>466,648</u>	<u>4,204,011</u>
Total liabilities and fund balances	<u>\$ 1,364,668</u>	<u>\$ 1,243,383</u>	<u>\$ 516,353</u>	<u>\$ 3,100,070</u>	<u>\$ 646,497</u>	<u>\$ 6,870,971</u>

The Accompanying Notes are an Integral Part of the Financial Statements.

City of Bay St. Louis, Mississippi
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
as of September 30, 2016

Total fund balances of governmental funds in the balance sheet, page 17		\$	4,204,011
Amounts reported for governmental activities in the statement of net assets are different because:			
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.			
Governmental capital assets	72,845,634		
Less: accumulated depreciation	<u>(18,862,807)</u>		53,982,827
Some liabilities, including net pension obligations, are not due and payable in the current period and, therefore, are not reported in the funds:			
Net pension liability			(9,651,981)
Some of the City's revenues will be collected after year-end but are not available to pay current period expenditures and therefore not currently recognized as revenue in the funds.			
Deferred court fees			154,658
Deferred community rental			17,650
Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds:			
Deferred outflows of resources related to pensions	2,011,211		
Deferred inflows of resources related to pensions	<u>(1,186,986)</u>		824,225
Long-term liabilities, including bonds payable are not due and payable in the current period and, therefore, are not reported in the funds. Also governmental funds report the effect of issuance costs when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.			
Accrued interest payable	(76,117)		
Governmental bonds and notes payable	<u>(5,948,169)</u>		
Compensated absences payable	<u>(256,017)</u>		(6,280,303)
Net position of governmental activities, page 15		\$	<u>43,251,087</u>

The Accompanying Notes are an Integral Part of the Financial Statements.

City of Bay St. Louis, Mississippi
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Fiscal Year Ended September 30, 2016

	General	Municipal Reserve	Debt Service	Road Construction	Other Nonmajor Governmental	Total Governmental
Revenues						
Taxes:						
Property	\$ 1,873,155	\$ 162,150	\$ 322,954	-	\$ -	\$ 2,358,259
Sales	1,464,861	-	-	-	-	1,464,861
Franchise	395,700	-	-	-	-	395,700
Licenses and permits	291,352	-	-	-	-	291,352
Intergovernmental	152,268	-	396,533	-	-	548,801
Charges for services	107,194	-	-	-	-	107,194
Gaming revenue	2,091,112	-	-	-	-	2,091,112
Grants	155,813	438,884	-	-	208	594,905
Fines and forfeitures	181,762	-	-	-	-	181,762
Other	26,403	1,645	79	2,588	15,809	46,524
Total revenues	6,739,620	602,679	719,566	2,588	16,017	8,080,470
Expenditures						
Current:						
General government	2,063,052	3,500	-	31,400	3,296	2,101,248
Public safety	3,068,676	-	-	-	-	3,068,676
Public works	1,607,382	-	-	-	-	1,607,382
Culture and recreation	255,816	-	-	-	-	255,816
Capital Outlay:						
General government	-	-	-	-	-	-
Public safety	527,845	-	-	-	-	527,845
Public works	155,994	558,555	-	1,756,262	-	2,470,811
Debt service:						
Principal retirement	-	-	328,654	-	-	328,654
Interest and agent fees	-	-	43,798	-	-	43,798
Total expenditures	7,678,765	562,055	372,452	1,787,662	3,296	10,404,230
Excess (deficiency) of revenues over expenditures	(939,145)	40,624	347,114	(1,785,074)	12,721	(2,323,760)
Other financing sources (uses)						
Insurance proceeds	89,651	-	-	-	-	89,651
Proceeds of loans	560,310	-	-	4,000,000	-	4,560,310
Sale of capital assets	25,000	-	-	-	-	25,000
Transfers in	302,000	-	49,000	-	-	351,000
Transfers out	(78,000)	(13,000)	-	-	-	(91,000)
Total other financing sources (uses)	898,961	(13,000)	49,000	4,000,000	-	4,934,961
Net change in fund balance	(40,184)	27,624	396,114	2,214,926	12,721	2,611,201
Fund balance, beginning	119,074	943,562	76,247	-	453,927	1,592,810
Fund balances, end of year	\$ 78,890	\$ 971,186	\$ 472,361	\$ 2,214,926	\$ 466,648	\$ 4,204,011

The Accompanying Notes are an Integral Part of the Financial Statements

City of Bay St. Louis, Mississippi
Reconciliation of the Statement of Revenues, Expenditures
and Changes in Fund Balances of Governmental Funds
to the Statement of Activities
for the Fiscal Year Ended September 30, 2016

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances of governmental funds, page 19		\$	2,611,201	
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.				
Expenditures for capital assets	2,998,656			
Less: current year depreciation	<u>(2,412,417)</u>		586,239	
In the statement of activities, only the gain/loss on the sale of assets is reported,				
while in the governmental funds, the proceeds from the sale increases financial resources. Thus, the change in Net Position differs from the change in fund balance by the cost of the assets sold.			(22,983)	
Repayment of borrowed principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets				
Proceeds of loan	(4,560,310)			
Principal debt repayments	<u>328,654</u>		(4,231,656)	
The statement of Activities reports an expense equal to the City's proportionate share of the net pension expense for the cost sharing pension plan, however, in governmental funds, the cost sharing expenses are measured by the current amount of contributions made to the plan				
Pension expense	(1,236,718)			
Deferred outflow of current year pension contributions subsequent to measurement date	<u>160,338</u>		(1,076,380)	
Some expenses reported in the statement of activities do not require the use of current financial resources and are not reported as expenditures in governmental funds				
Accrued interest expense	(47,027)			
Change in long-term compensated absences	<u>(3,602)</u>		(50,629)	
Change in net position of governmental activities, page 16			<u>\$</u>	<u>(2,184,208)</u>

The Accompanying Notes are an Integral Part of the Financial Statements

City of Bay St. Louis, Mississippi
Statement of Net Position
Proprietary Funds
September 30, 2016

	Business-Type Activities-Enterprise Funds		
	Major Funds		Total
	Utility Fund	Harbor Fund	Enterprise Funds
Assets			
Current assets:			
Cash	\$ 380,283	\$ 198,661	\$ 578,944
Restricted cash	957,757	-	957,757
Receivables:			
Customer accounts, net	693,583	17,964	711,547
Due from other funds	-	35,654	35,654
Inventory	37,316	20,810	58,126
Prepaid expenses	21,776	-	21,776
Total current assets	2,090,715	273,089	2,363,804
Noncurrent assets:			
Capital assets:			
Land and construction in progress	-	22,443	22,443
Other (net of accumulated depreciation)	49,714,506	20,103,473	69,817,979
Total noncurrent assets	49,714,506	20,125,916	69,840,422
Total assets	51,805,221	20,399,005	72,204,226
Deferred Outflows of Resources			
Deferred outflows - pensions	196,238	63,008	259,246
Total assets and deferred outflows	52,001,459	20,462,013	72,463,472
Liabilities			
Current liabilities:			
Accounts payable	168,234	35,914	204,148
Accrued payroll	7,669	3,902	11,571
Accrued interest	8,177	-	8,177
Due to other funds	182,076	-	182,076
Customer deposits payable from restricted assets	309,647	-	309,647
Current portion of bond and notes	340,000	-	340,000
Total current liabilities	1,015,803	39,816	1,055,619
Non-current liabilities:			
Compensated absences	22,697	10,803	33,500
Net pension liability	941,762	302,381	1,244,143
Notes payable, non-current	710,000	-	710,000
Total non-current liabilities	1,674,459	313,184	1,987,643
Total liabilities	2,690,262	353,000	3,043,262
Deferred Inflows of Resources			
Deferred inflows - pensions	115,816	37,186	153,002
Total liabilities and deferred inflows	2,806,078	390,186	3,196,264
Net Position			
Net investment in capital assets	48,664,506	20,125,916	68,790,422
Restricted for debt service	392,369	-	392,369
Unrestricted	138,506	(54,089)	84,417
Total net position	\$ 49,195,381	\$ 20,071,827	\$ 69,267,208

The Accompanying Notes are an Integral Part of the Financial Statements.

City of Bay St. Louis, Mississippi
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Funds
For the Fiscal Year Ended September 30, 2016

	Business-Type Activities-Enterprise Funds		
	Major Funds		Total Enterprise Funds
	Utility Fund	Harbor Fund	
Operating Revenues			
Charges for services:			
Water charges	\$ 599,541	\$ -	\$ 599,541
Sewer charges	758,976	-	758,976
Wastewater charges	771,784	-	771,784
Gas charges	561,547	-	561,547
Garbage charges	461,311	-	461,311
Slip rental fees	-	327,183	327,183
Fuel sales	-	204,890	204,890
Late pay penalties	92,758	-	92,758
Debt service charges	581,457	-	581,457
Total operating revenue	<u>3,827,374</u>	<u>532,073</u>	<u>4,359,447</u>
Operating expenses			
Personal services	564,247	221,826	786,073
Natural gas purchases	208,255	-	208,255
Fuel purchases	-	160,049	160,049
Garbage costs	402,075	-	402,075
Wastewater treatment	779,365	-	779,365
Supplies	129,607	6,046	135,653
Other services and charges	406,460	95,388	501,848
Depreciation	3,030,054	532,542	3,562,596
Total operating expenses	<u>5,520,063</u>	<u>1,015,851</u>	<u>6,535,914</u>
Operating income (loss)	<u>(1,692,689)</u>	<u>(483,778)</u>	<u>(2,176,467)</u>
Non-operating revenues (expenses):			
Grants	-	16,558	16,558
Other income	12,285	4,356	16,641
Interest expense	(34,276)	-	(34,276)
Transfers out	(200,000)	(60,000)	(260,000)
Net non-operating revenues over (under) expenses	<u>(221,991)</u>	<u>(39,086)</u>	<u>(261,077)</u>
Change in net position	<u>(1,914,680)</u>	<u>(522,864)</u>	<u>(2,437,544)</u>
Net position, beginning of year	51,110,061	20,594,691	71,704,752
Prior Period Adjustment	-	-	-
Net position, beginning restated	<u>51,110,061</u>	<u>20,594,691</u>	<u>71,704,752</u>
Net position, end of year	<u>\$ 49,195,381</u>	<u>\$ 20,071,827</u>	<u>\$ 69,267,208</u>

The Accompanying Notes are an Integral Part of the Financial Statements.

City of Bay St. Louis, Mississippi
Statement of Cash Flow
Proprietary Funds
For the Fiscal Year Ended September 30, 2016

	Business-Type Activities-Enterprise Funds		
	Major Funds		Total Enterprise Funds
	Utility Fund	Harbor Fund	
Cash flows from operating activities			
Receipts from customers	\$ 3,659,922	\$ 530,919	\$ 4,190,841
Payments to suppliers	(1,402,910)	(165,904)	(1,568,814)
Payments for contractual services	(406,460)	(95,388)	(501,848)
Payments for services of employees	(521,285)	(155,530)	(676,815)
Net cash provided by (used in) operating activities	1,329,267	114,097	1,443,364
Cash flows from non-capital financing activities			
Other income	12,285	4,356	16,641
Receipt of grants	-	16,558	16,558
Transfers (to) from other funds	(200,000)	(60,000)	(260,000)
Net cash provided by (used in) non-capital financing activities	(187,715)	(39,086)	(226,801)
Cash flows from capital and related financing activities			
Acquisition of capital assets	(10,825)	(22,443)	(33,268)
Retirement of debt	(330,000)	-	(330,000)
Interest paid on debt	(34,276)	-	(34,276)
Net cash provided by (used in) capital and related financing activities	(375,101)	(22,443)	(397,544)
Cash flows from investing activities			
Temporary loan repayments	(28,169)	-	(28,169)
Temporary loans to other funds	-	(41,243)	(41,243)
Net cash provided by (used in) investing activities	(28,169)	(41,243)	(69,412)
Net increase (decrease) in cash	738,282	11,325	749,607
Cash and cash equivalents, beginning	599,758	187,336	787,094
Cash and cash equivalents, ending	\$ 1,338,040	\$ 198,661	\$ 1,536,701
Classified as:			
Current assets	\$ 380,283	\$ 198,661	\$ 578,944
Restricted assets	957,757	-	957,757
Totals	\$ 1,338,040	\$ 198,661	\$ 1,536,701
	Current Assets	Restricted Assets	Total
Cash and cash equivalents - October 1	\$ 287,217	\$ 499,877	\$ 787,094
Net increase (decrease)	291,727	457,880	749,607
Cash and cash equivalents - September 30	\$ 578,944	\$ 957,757	\$ 1,536,701

(Continued)

City of Bay St. Louis, Mississippi
Statement of Cash Flow
Proprietary Funds
For the Fiscal Year Ended September 30, 2016
(Continued)

	Business-Type Activities-Enterprise Funds		
	Major Fund		Total Enterprise Funds
	Utility Fund	Harbor Fund	
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:			
Operating income (loss)	\$ (1,692,689)	\$ (483,778)	\$ (2,176,467)
Adjustments to reconcile operating income to net cash provided (used) by operating activities:			
Depreciation	3,030,054	532,542	3,562,596
Changes in assets and liabilities:			
Accounts receivable	(173,782)	(1,154)	(174,936)
Inventory	6,911	5,955	12,866
Prepaid	13,291	-	13,291
Accounts payable	96,190	(5,764)	90,426
Accrued payroll	(12,847)	1,159	(11,688)
Net pension liability	32,896	63,838	96,734
Deferred outflow	(38,109)	(21,505)	(59,614)
Deferred inflow	61,022	22,804	83,826
Customer deposits	6,330	-	6,330
Net cash provided by (used in) operating activities	<u>\$ 1,329,267</u>	<u>\$ 114,097</u>	<u>\$ 1,443,364</u>

The Accompanying Notes are an Integral Part of the Financial Statements.

NOTES TO THE FINANCIAL STATEMENTS

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

I. Summary of Significant Accounting Policies

The financial statements of the City of Bay St. Louis, Mississippi (the City) have been prepared in accordance with accounting principles generally accepted in the United States (GAAP) applicable to governmental units. The following is a summary of the more significant accounting policies of the City:

(A) Reporting Entity

The City of Bay St. Louis, Mississippi was incorporated on January 21, 1818 under the laws of the State of Mississippi. The City operates under a Mayor-Council form of government and provides the following services: public safety, (police, fire, and protection inspection), public works (streets maintenance and sanitation, water, sewer and gas services), cultural and recreational services, public improvements, planning and zoning, and general administrative services.

The City's reporting entity applies all relevant Governmental Accounting Standards Board (GASB) pronouncements. Proprietary funds apply Financial Accounting Standards Board (FASB) pronouncements and Accounting Principles Board (APB) opinions issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements, in which case, GASB prevails. As required by GAAP, these financial statements present the City (the primary government) and its components.

(B) Component Unit Disclosure

The criteria for including component units consists of identification of legally separate organizations for which the elected officials of the City are financially accountable. This criteria also includes identification of organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Blended component units, although legally separate entities, are in substance, part of the government's operations, therefore data from these units is combined with data of the primary government. Discretely presented component units are reported in a separate column in the government-wide financial statements to emphasize that they are legally separate from the government. The City has no component units.

(C) Related Organizations

The Bay-Waveland Municipal Separate School District has been excluded from the reporting entity, because it is an "other stand-alone government". The school district is a related organization of, but not a component unit of the City. Although the governing authorities of the City select a majority of the school district's board, they do not have ongoing financial accountability for the school district.

(D) Joint Ventures and Jointly Governed Organizations

Additionally, during its evaluation of potential component units, management has identified two joint ventures (Hancock County Solid Waste Authority and the Hancock County Utility Authority) and one jointly governed organization (the Bay St Louis Library System).

A joint venture is a legal entity or other organization that results from a contractual arrangement that is owned, operated, or governed by two or more participants as a separate and specific activity subject to joint control, in which the participants retain (a) an ongoing financial interest or (b) an ongoing financial responsibility. Generally, the purpose of a joint venture is to pool resources and share the costs, risks, and rewards of providing goods or services to the venture participants directly, or for the benefit of the general public or specific service recipients.

A jointly governed organization is similar in nature to a joint venture in that they provide goods and services to the citizenry of two or more governments. However, they do not meet the

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

definition of a joint venture because there is no ongoing significant financial interest or responsibility by the participating governments.

(E) Basic Financial Statements- GASB Statement 34

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide (based on the City as a whole) and fund financial statements. While the previous financial reporting model emphasized fund types (the total of all funds of a particular type), the new financial reporting model focuses on either the City as a whole, or on major individual funds (within the fund financial statements). Both the government-wide and fund financial statements categorize primary activities as either governmental or business-type.

The government-wide financial statements, including the *statement of net position* and the *statement of activities*, report information on all of the non-fiduciary activities of the City. For the most part, the effect of interfund activity has been removed from the statements. Governmental activities, which are primarily supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely extensively on fees and charges for support. In the government-wide statement of net position, both the governmental and business-type activities columns are presented on a consolidated basis by column and are reflected on a full accrual, economic resource basis, which incorporates long-term assets and receivables as well as long-term debt and obligations.

The Statement of Net Position presents the City's non-fiduciary assets, deferred outflows, liabilities, and deferred inflows, with the difference presented as net position. Net position is reported in three categories:

1. Net investment in capital assets consists of capital assets, net of accumulated depreciation, and reduced by outstanding balances of bonds, notes and other debt attributable to the acquisition, construction or improvement of those assets.
2. Restricted net position results when constraints placed on net position use are either externally imposed or imposed by law through constitutional provisions or enabling legislation.
3. Unrestricted net position consists of net position not meeting the definition of the two preceding categories. Unrestricted net position often has constraints on resources imposed by management which can be removed or modified.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major enterprise funds are reported as separate columns in the fund financial statements.

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

(F) Measurement Focus, Basis of Accounting and Financial Statement Presentation

In the government-wide Statement of Net Position and Statement of Activities, governmental activities are presented using the economic resources measurement focus and the accrual basis of accounting, as are the Fiduciary Fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred or economic asset used, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Measurable means knowing or being able to reasonably estimate the amount. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days after year end. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and judgments, are recorded only when payment is due.

Year-end accruals of ad valorem taxes, sales taxes, and franchise fees are based upon actual collections of amounts remitted to the City within 60 days of year end. Anticipated refunds of taxes are recorded as liabilities and reductions of revenue when they are measurable. Other licenses and permits, charges for services, fines and penalties, and miscellaneous revenues are recorded as revenues when they are received, as they are generally not measurable until actually received; however, charges for services which are measurable are recorded as revenue in the period earned.

In applying the "susceptible to accrual" concept to intergovernmental revenues pursuant to GASB Statement No. 33 the provider should recognize liabilities and expenses and the recipient should recognize receivables and revenue when the applicable eligibility requirements including time requirements, are met. Resources transmitted before the eligibility requirements are met should, under most circumstances, be reported as advances by the provider and deferred revenue by the recipient.

The financial transactions of the City are recorded in the individual funds. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, liabilities, reserves, fund equity, revenues and expenditures / expenses. The various funds are reported by generic classification within the financial statements.

GASB Statement No. 34 sets forth minimum criteria for the determination of major funds. The non-major funds are combined in a column in the fund financial statements and detailed in the combining section.

The proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services in connection with a proprietary fund's principal operations. The principal operating revenues of the Water, Sewer and Garbage Collection funds are charges to customers for sales and services. Operating expenses for the enterprise funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The preparation of the basic financial statements in conformity with GAAP requires management

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

to make use of estimates that affect reported amounts in the basic financial statements. Actual results could differ from estimates.

(G) Fund Types and Major Funds

Governmental Funds

Governmental funds are those funds through which the City finances most of its municipal services and are accounted for on the basis of a spending measurement focus. The focus on governmental funds is on the determination of changes in financial position rather than upon net income determination. The City's major governmental funds are as follows:

General Fund is the City's primary operating fund. It is used to account for all financial resources of the general government except those required to be accounted for in a separate fund. This fund is always classified as a major fund by definition.

Debt Service Fund is used to account for the accumulation of resources for and the payment of general long-term debt principal, interest, and related costs. Revenues are received primarily from a separate property tax levy. This fund was selected to be classified as a major fund due to the type of expenditures.

Municipal Reserve Fund is used to account for an accumulation of reserved revenues primarily received from a separate property tax levy. This fund was selected to be classified as a major fund due to the type of expenditures.

Road Construction Fund is used to account for bond proceeds used for various City-wide road resurfacing projects. This fund was selected to be classified as a major fund due to the type of expenditures.

Other Non-Major Governmental Funds is a summarization of all non-major governmental funds including:

All other governmental funds not meeting the criteria established for major funds are presented in the other governmental funds column on pages 17 and 19 and shown in the combining statements on pages 56-57.

Proprietary Funds

The focus of Proprietary Fund measurement is upon determination of operating income, changes in fund net position, financial position, and cash flows, which is similar to businesses. The following is a description of the Proprietary Funds of the City:

Enterprise Funds

The Utility Fund accounts for the activities of the City's water, sewer, and gas systems. This fund also accounts for the accumulation of resources for, and the payment of, long-term debt principal and interest for water and sewer debt. All utility service costs are financed through charges to utility customers with rates reviewed regularly and adjusted if necessary to ensure integrity of the funds.

The Harbor Fund accounts for the activities of providing boat slips, utilities, and fuel to residents and visitors of the City. These services are financed or recovered primarily through user charges in the form of rental receipts and the sale of fuel to boaters.

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

(H) Assets, Liabilities and Net Position or Equity

Cash and Cash Equivalents

The City considers cash on hand, demand deposits, certificates of deposit, and bank repurchase agreements as cash and cash equivalents. In addition, each fund's equity in the City's investment pool has been treated as a cash equivalent since cash may be deposited or withdrawn from the pool at any time without prior notice or penalty.

Accounts Receivable

Accounts receivable are recorded in the Governmental and Business-type Funds. Where appropriate, an associated allowance for doubtful accounts has been established in the related fund.

Inventories

Governmental and Proprietary Fund inventories are valued at the lower of cost (first-in, first-out) or market. Inventories consist of expendable supplies held for consumption. The cost is recorded as expenditure at the time individual inventory items are consumed.

Capital Assets

Capital assets, including land, buildings, improvements other than buildings, infrastructure (i.e., roads, bridges, street lighting, and other similar items), and equipment are reported in the applicable governmental and business-type activities columns in the government-wide financial statements. The City's capitalization levels are as follows: purchased assets costing more than \$5,000 are capitalized; building renovations are capitalized when their cost exceeds 25% of the building's previously capitalized cost and if the repair extends the building's estimated useful life; contributed capital assets are capitalized and recorded at the estimated market value at the time of the contribution. Salvage values range from 10% to 30% of cost. Assets acquired using capital lease obligations are treated in the same manner as purchased capital assets. Depreciation of capital assets is provided on the straight-line basis over the following estimated useful lives:

Buildings	40-50 years
Improvements	40-50 years
Infrastructure	20-60 years
Equipment	3-15 years

Compensated Absences

The City accrues accumulated unpaid vacation and sick leave and associated employee-related costs when earned (or estimated to be earned) by the employee. Employees are paid for up to 30 days of unused vacation and all unused comp time upon retirement or termination, while excess vacation and all accumulated sick leave remaining are counted as creditable service toward retirement.

The liability for these compensated absences is recorded as a long-term liability in the government-wide statements. In the fund financial statements, governmental funds report the liability for compensated absences from expendable available financial resources only if the payable has matured, for example, an employee retires.

Post-Employment Health Care Benefits

The City has no known costs associated with post-employment benefits for retired employees.

Interfund Transactions

Disbursements made by one fund which are properly chargeable to another fund result in the creation of interfund receivables and payables. This type of transaction is normally settled by a

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

cash payment between the funds. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government financial statements as "internal balances". All other interfund transactions are accounted for as either an operating transfer or a capital transfer. A capital transfer results when a governmental fund permanently transfers funds to a proprietary fund as a capital infusion for the construction of fixed assets, for example. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government wide columnar presentation.

Advances to Other Funds

Various funds have made short-term advances to other funds. These advances, shown as "Due From Other Funds", are temporary in nature, bear no interest, and are considered "available spendable resources". Long-term advances, if any, are those for which the timing of repayment is uncertain; thus, an allocable portion of fund balance would be reserved in governmental funds.

Bond Discounts, Bond Premiums, and Issuance Costs

In governmental funds, bond discounts, bond premiums, and issuance costs are treated as period costs in the year of issue and are shown as "Other Financing Sources (Uses)".

In proprietary funds (and for governmental activities, in government-wide statements), bond discounts and bond premiums are deferred and amortized over the term of the bonds using the bonds outstanding method, which approximates the effective interest method. Bond issuance costs are expensed when incurred.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position may report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflow of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expenditure) until then. As of September 30, 2016, the City had one deferred outflow of resources related to pension accrual.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period or periods and so will not be recognized as an inflow of resources (revenue) until that time. As of September 30, 2016, the City had deferred inflows of resources that were reported on the financial statements which resulted from court fines and community hall rental revenue that are not presently available for the City's use. Amounts related to pension accrual is also reported as a deferred inflow on the statement of financial position.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, the benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Restrictions of Fund Equity

The City does not have a formal minimum fund balance policy; however, the Mississippi State Code does not allow deficit fund balances. There were no individual funds reported with deficit fund balances.

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

Note III (K) discusses in more detail the fund balance classification determinations for the governmental funds.

II. Stewardship, Compliance and Accountability:

Budgetary Data

The procedures used by the City in establishing the budgetary data reflected in the combined financial statements are as follows:

1. The City Clerk's office prepares estimates of available revenue and the department directors submit proposed expenditure budgets to the City Clerk by June 1 of each year.
2. The Mayor and the department directors review expenditure budgets and necessary revisions are made.
3. Budgeted revenues and expenditures are balanced, and a summary budget is prepared and presented to the Mayor.
4. The Mayor submits the proposed budget to the Council by August 1 and public hearings are conducted to obtain taxpayer comments.
5. The final budget is approved by September 15 and is published in a local newspaper on or before September 30.
6. The budget is formally adopted at the first meeting in September each year. However, budget revisions are made throughout the year (prior to September), as reallocations of funds are necessary, a budget deficit is indicated, or circumstances change which dictate the need for budget amendment.
7. Formal budget integration is employed as a management control device during the fiscal year for the general fund.
8. The general fund and the municipal reserve fund budgets are adopted on a cash basis as required by State statute. The appropriated budget is prepared by fund, function and department. The legal level of budgetary controls is at the department level. The City Clerk's office exercises budgetary monitoring throughout the fiscal year. An adopted budget may not exceed its appropriated level without Council approval. However, department heads may make transfers of appropriations within a department. Budgetary controls are implemented through the City Clerk's office through the use of budget to actual reports.
9. State statutes authorize the State Auditor to regulate the municipal budget process. Expenditures must be defined to the minimum level prescribed by the State Auditor. The State Auditor has set this level at the purpose level. Municipalities are prohibited from spending in excess of the lowest level adopted in the budget except for the capital outlay, election expense, and emergency warrants.
10. Formal budgetary integration at the "account level" is employed by management for expenditure control purposes. Management may transfer budget items between expenditure accounts within each character grouping of the expenditure accounts for each department.

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

11. The City's budgets are adopted in accordance with state statutes and regulations of the State Auditor and not on a basis consistent with Generally Accepted Governmental Accounting Principles. The budgets for revenues are on a cash basis – revenue is recognized if actually received within the year. Budgeted expenditures are on the cash basis with allowance for encumbrances for goods and services actually received prior to year-end and liquidated (paid) within thirty days after year-end. Accounting principles applied in preparation of the budget comparison statements differ from the generally accepted accounting principles used in preparation of the fund financial statements. These differences in the principles used results in timing differences in the recognition of revenues and expenditures.

III. Detail Notes - All Funds

A. Property Tax Revenues

The City levies a tax on real and personal property based on the assessed value of property as compiled by the Hancock County Tax Assessor. The taxes on real and personal property attach as an enforceable lien on the property as of January 1 of each year. Taxes on real and personal property are levied by the City Council at the first regular meeting in September. Through an inter-local agreement, all of the property taxes of the City of Bay St Louis are collected by the Hancock County Tax Collector and remitted as tax settlements (less an appropriate collection fee) to the City on a monthly basis. Taxes for the Bay-Waveland Municipal Separate School District are also billed and collected by the county and remitted to the schools through the City.

In accordance with the Mississippi Code of 1972, as amended, the City Council may levy taxes in any amount for general revenue purposes and general improvements. However, taxes collected for any one year may not exceed one hundred and ten percent (110%) of the taxes collected for the prior assessment year. For purposes of the computation, taxes collected in the current year resulting from property added to the tax assessment roll are excluded from the computation. In addition, the City Council may levy additional taxes for specific purposes, such as culture and recreation, as authorized by law.

The tax levies approved by the Board to be collected during the fiscal years indicated below are as follows:

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

	2016-2017	2015-2016	2014-2015
	Millage	Millage	Millage
City Funds			
General	17.50	16.10	15.60
Library maintenance	2.50	2.66	2.66
Municipal reserve	-	1.24	1.74
Debt service	2.75	2.75	2.75
Total City administered funds	22.75	22.75	22.75
School Funds			
District maintenance	42.51	43.90	43.51
School debt	6.54	6.15	6.11
Total School administered funds	49.05	50.05	49.62
Total levy	71.80	72.80	72.37

B. Sales Tax Revenues

The State levies a 7% sales tax on retail sales and remits 18.5% of the amount collected (within the corporate boundaries of the City) back to the City monthly. Sales tax revenue reported in the general fund was \$1,464,861. Sales tax receivable consists of taxes collected in September 2016 but not received by the City until October 2016.

C. Gaming Revenues

The City receives gaming revenues from a casino located within the corporate City limits as follows:

Gross Revenue Gaming Tax and Gaming Device Tax

The gross revenue gaming tax is imposed and collected by the State of Mississippi which is similar to sales tax and remitted to the City.

The gaming device tax is similar to a personal property tax and is assessed on all gaming devices maintained by the casino within the City's corporate limits; this tax is also collected by the State. The amount of tax recognized as gaming revenue and gaming devices is \$112,647 and \$112,100 respectively, for the year ended September 30, 2016. These revenues are included in gaming revenue on the statement of activities.

Boarding Fees

The City is permitted by law to collect a boarding fee from the casino that is within its corporate limits. Accordingly, the City has negotiated a contractual amount to be paid directly to the City on a monthly basis and is based on gross revenues. The City collected \$1,866,365 in boarding fees for the year ended September 30, 2016. This represents a decrease of \$6,768 in comparison with the prior year's boarding fees of \$1,873,133.

D. Deposits and Investments

Deposits

The City deposits funds in financial institutions selected by the City Council in accordance with state statutes. Furthermore, the City invests excess funds in various investment instruments that are allowed by statutes. Various restrictions on deposits and investments are imposed by statutes.

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

Deposits and investments are summarized below.

Deposits consist of cash amounts in demand accounts and certificates of deposit. The collateral for public entities' deposits in financial institutions are now held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depository Insurance Corporation (FDIC). By using this multiple financial institution collateral pool, all of the City's deposits at September 30, 2016 fall into the credit risk category of "*Insured or collateralized with securities held by the entity or by its agent in the entity's name*".

Custodial Credit Risk. Deposits. Custodial credit risk is the risk that in the event of a depository failure, the City's deposits may not be returned to it. The City does not have a formal policy for custodial credit risk. However, state law permits the Mississippi State Treasurer's office to manage that risk on behalf of the City. Deposits above FDIC coverage are collateralized by the pledging financial institutions' trust department or agent in the name of the Mississippi State Treasurer on behalf of the City. By signed agreement the Mississippi State Treasurer's office is acting on behalf of the City. Deposits at September 30, 2016 (including restricted deposits) are as follows:

	Bank Balances	Carrying Value
Pooled deposits:		
Cash and cash equivalents	\$ 306,047	\$ 303,697
Non-pooled deposits:		
Cash and cash equivalents	5,784,547	5,815,933
Total	<u>\$ 6,090,594</u>	<u>\$ 6,119,630</u>

**Reconciliation to Government-wide Statement
of Net Position:**

Government activities:

Unrestricted cash	\$ 4,435,973
Restricted (Fire rebate)	114,579
Restricted (Community hall deposits)	32,377

Business-type activities:

Unrestricted cash	578,944
Restricted (Utility deposits)	957,757

Total	<u>\$ 6,119,630</u>
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City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

E. Receivables

The Statement of Net Position of the City includes the following receivables at September 30, 2016:

Taxes receivable:	
Franchise tax	\$ 121,556
Sales tax	245,226
Ad valorem tax	<u>34,854</u>
Total taxes receivable	<u>\$ 401,636</u>
 Court fines, grants, and other	 <u>\$ 500,981</u>
 Customer accounts receivable	
Harbor slip fees	\$ 17,964
Water, sewer, and gas utility charges (billed)	1,793,643
Less: allowance for doubtful accounts	(1,334,734)
Customer accounts receivable earned but not billed	<u>234,674</u>
Total customer accounts receivable, net	<u>\$ 711,547</u>
 Due from Other Governments	
Federal, state, and local assistance	 <u>\$ 488,522</u>

F. Prepaid Insurance

Prepaid Insurance at September 30, 2016 consists of the following:

Governmental Funds (Building & Liability)	\$ 116,733
Proprietary funds (Buildings & Liability)	<u>21,776</u>
Total Prepaid	<u>\$ 138,509</u>

G. Interfund Transactions

Interfund loans are reported on the government wide statements as internal balances and as interfund loans on the governmental fund statements. The following is a recap of interfund loans as of September 30, 2016:

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

Receivable Fund	Payable Fund	Amount
General Fund	Utility Fund	\$ 119,435
	Other governmental funds	43,992
	General Fund	12,165
Municipal Reserve Fund	General Fund	120,100
Debt Service Fund	Utility Fund	57,458
Other governmental funds	General Fund	427,020
Harbor Fund	General Fund	30,471
	Utility Fund	5,183
Total		<u>\$ 815,824</u>

Interfund transfers for the year ended September 30, 2016 are as follows:

Transfers Out	Transfers In	Amount
General Fund	Debt Service Fund	\$ 49,000
	General Fund	29,000
Municipal Reserve Fund	General Fund	13,000
Utility Fund	General Fund	200,000
Harbor Fund	General Fund	60,000
Total		<u>\$ 351,000</u>

Transfers are used to (a) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them and to (b) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

H. Capital Assets

Capital asset activity for the year ended September 30, 2016 is as follows:

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

	Balance 10/1/2015	Additions	Deletions/ Adjustments	Balance 9/30/2016
Governmental activities:				
Capital assets, not being depreciated				
Land	\$ 857,633	\$ -	\$ -	\$ 857,633
Construction in progress	98,612	2,314,817	-	2,413,429
Total capital assets, not being depreciated	956,245	2,314,817	-	3,271,062
Capital assets being depreciated:				
Buildings and improvements	29,487,079	91,200	-	29,578,279
Machinery and equipment	2,197,039	32,329	211,441	2,440,809
Infrastructure/improvements	33,532,562	-	-	33,532,562
Vehicles	2,341,159	-	39,558	2,380,717
Leased equipment/vehicles	1,468,265	560,310	(386,370)	1,642,205
Total capital assets, being depreciated	69,026,104	683,839	(135,371)	69,574,572
Less: Accumulated depreciation				
Buildings and improvements	(2,850,599)	(595,675)	-	(3,446,274)
Machinery and equipment	(1,685,767)	(65,160)	(174,441)	(1,925,368)
Infrastructure/improvements	(9,533,797)	(1,505,292)	-	(11,039,089)
Vehicles	(2,106,090)	(88,555)	20,553	(2,174,092)
Leased equipment/vehicles	(386,525)	(157,735)	266,276	(277,984)
Total accumulated depreciation	(16,562,778)	(2,412,417)	112,388	(18,862,807)
Total capital assets being depreciated, net	52,463,326	(1,728,578)	(22,983)	50,711,765
Governmental activities capital assets, net	<u>\$ 53,419,571</u>	<u>\$ 586,239</u>	<u>\$ (22,983)</u>	<u>\$ 53,982,827</u>
Business - type activities:				
Capital assets, not being depreciated				
Construction in progress	\$ -	\$ 22,443	\$ -	\$ 22,443
Total capital assets, not being depreciated	-	22,443	-	22,443
Capital assets being depreciated:				
Buildings	118,603	-	-	118,603
Machinery and equipment	592,276	10,825	-	603,101
Water, sewer, and gas systems	75,601,623	-	-	75,601,623
Vehicles	107,051	-	-	107,051
Harbor infrastructure	21,301,693	-	-	21,301,693
Total capital assets, being depreciated	97,721,246	10,825	-	97,732,071
Less: Accumulated depreciation				
Buildings	(77,625)	(1,000)	-	(78,625)
Machinery and equipment	(401,254)	(19,004)	-	(420,258)
Water, sewer, and gas systems	(23,110,591)	(3,010,050)	-	(26,120,641)
Vehicles	(96,348)	-	-	(96,348)
Harbor infrastructure	(665,678)	(532,542)	-	(1,198,220)
Total accumulated depreciation	(24,351,496)	(3,562,596)	-	(27,914,092)
Total capital assets being depreciated, net	73,369,750	(3,551,771)	-	69,817,979
Business activities capital assets, net	<u>\$ 73,369,750</u>	<u>\$ (3,529,328)</u>	<u>\$ -</u>	<u>\$ 69,840,422</u>
Primary Government				
Total capital assets, net	<u>\$ 126,789,321</u>	<u>\$ (2,943,089)</u>	<u>\$ (22,983)</u>	<u>\$ 123,823,249</u>

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	\$ 359,006
Public safety	410,894
Public works	1,233,982
Culture and recreation	<u>408,535</u>
Total	\$ <u>2,412,417</u>
Business-type activities:	
Water system	\$ 532,542
Harbor	<u>3,030,054</u>
Total	<u>3,562,596</u>
Total All Depreciation	\$ <u>5,975,013</u>

I. Capital Leases

The City has entered into several capital leases to finance the purchase of equipment and vehicles. The purchases were financed at a fixed, simple interest rate. Title to the assets is held in the name of the City and the banks as lien holder. The City insures the assets and accounts for the leases as financing arrangements.

The City will make the following future payments of principal and interest on all leases:

	Principal	Interest	Total
2017	\$ 233,641	\$ 32,623	\$ 266,264
2018	239,206	29,808	269,014
2019	225,217	23,751	248,968
2020	174,704	17,914	192,618
2021	119,683	14,304	133,987
2022-2026	<u>450,030</u>	<u>29,152</u>	<u>479,182</u>
	\$ 1,442,481	\$ 147,552	\$ 1,590,033

Assets Acquired thru Capital Lease:	Governmental Activities
Fire truck	\$ 579,947
John Deere tractor	82,310
(11) police vehicles	419,638
Kubota Tractor	64,794
Ferrara Fire Truck	<u>495,516</u>
	1,642,205
Less: Accumulated depreciation	<u>(277,984)</u>
Total	\$ <u>1,364,221</u>

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

Future minimum lease payments and the net present value of the lease payments are:

<u>Year Ended September 30</u>	<u>Governmental Activities</u>
2017	\$ 266,264
2018	269,014
2019	248,968
2020	192,618
2021	133,987
2022-2026	<u>479,182</u>
Total minimum lease payments	1,590,033
Less: amount representing interest	<u>(147,552)</u>
Present value of minimum lease payments	<u>\$ 1,442,481</u>

Page 41 details the capital leases payable at September 30, 2016.

J. Long-Term Debt

The following is a summary of bond and other long-term debt transactions of the City for the year ended September 30, 2016:

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Governmental activities:					
General obligation bonds	\$ 537,500	\$ 4,000,000	\$ 107,500	\$ 4,430,000	\$ 252,500
Notes payable	131,547	-	55,859	75,688	57,749
Capital leases	1,047,466	560,310	165,295	1,442,481	233,641
Compensated absences	252,415	3,602	-	256,017	-
Total governmental activities	<u>\$ 1,968,928</u>	<u>\$ 4,563,912</u>	<u>\$ 328,654</u>	<u>\$ 6,204,186</u>	<u>\$ 543,890</u>
Business-type activities:					
Refunding bonds	\$ 1,380,000	\$ -	\$ 330,000	\$ 1,050,000	\$ 340,000
Compensated absences	32,721	779	-	33,500	-
Total business-type activities	<u>\$ 1,412,721</u>	<u>\$ 779</u>	<u>\$ 330,000</u>	<u>\$ 1,083,500</u>	<u>\$ 340,000</u>

The annual requirements to pay principal and interest on the governmental activities bonds, notes and loans outstanding at September 30, 2016 are as follows:

	<u>Governmental Type Activities</u>					
Year Ending	<u>General Obligation Bonds</u>			<u>Notes Payable</u>		
	Principal	Interest	Total	Principal	Interest	Total
2017	\$ 252,500	\$ 112,904	\$ 365,404	\$ 57,749	\$ 1,462	\$ 59,211
2018	257,500	103,013	360,513	17,939	110	18,049
2019	262,500	96,608	359,108	-	-	-
2020	267,500	90,078	357,578	-	-	-
2021	165,000	84,750	249,750	-	-	-
2022-2026	910,000	359,250	1,269,250	-	-	-
2027-2031	1,065,000	237,750	1,302,750	-	-	-
2032-2036	1,250,000	95,750	1,345,750	-	-	-
	<u>\$ 4,430,000</u>	<u>\$ 1,180,103</u>	<u>\$ 5,610,103</u>	<u>\$ 75,688</u>	<u>\$ 1,572</u>	<u>\$ 77,260</u>

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

The annual requirements to pay principal and interest on the proprietary activities bonds outstanding at September 30, 2016 are as follows:

<u>Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2017	\$ 340,000	\$ 28,035	\$ 368,035
2018	350,000	18,957	368,957
2019	360,000	9,612	369,612
	<u>\$1,050,000</u>	<u>\$ 56,604</u>	<u>\$1,106,604</u>

Bonds, notes, and other long-term debt payable at September 30, 2016 are comprised of the following individual issues:

Governmental Type Activities	<u>Original Issue</u>	<u>Interest Rates</u>	<u>Amount Outstanding</u>
General Obligation Bonds:			
General Obligation Katrina Loan Refunding Bonds Series 2010, semi-annual payments thru March 2020	\$ 1,075,000	2.47%	\$ 430,000
General Obligation Road and Construction Bond Series 2016, annual payments thru March 2036	<u>4,000,000</u>	2.50%	<u>4,000,000</u>
Total General Obligation bonds	<u>5,075,000</u>		<u>4,430,000</u>
Notes Payable:			
First Bank (5 Dodge Chargers) monthly payments until January 2018	186,732	3.04%	64,702
First Bank (Toyota Tundra) monthly payments until November 2017	<u>36,462</u>	2.18%	<u>10,986</u>
Total Notes Payable	<u>223,194</u>		<u>75,688</u>
Capital Leases Payable:			
BancorpSouth (3 Tractors) monthly installments through April 2016	211,441	3.27%	-
Kansas State Bank (5 Chevy Caprices) monthly installments through April 2016	174,929	3.33%	-
Suntrust Bank - Firetruck Aerial Ladder Truck annual installments thru November 2023	579,947	2.82%	473,016
BancorpSouth - John Deere Tractor w/boom monthly installments through November 2018	82,310	1.96%	36,644
Lease Experts (11 Dodge Chargers) monthly installments through February 2020	419,638	2.71%	374,561
BancorpSouth((Kubota Tractor) monthly installments through July 2021	64,794	2.14%	62,744
Leasing 2-Ferrara Fire Truck annual payments through April 2026	<u>495,516</u>	2.31%	<u>495,516</u>
Total Capital Leases Payable	<u>2,028,575</u>		<u>1,442,481</u>
Total Governmental Type Activities			5,948,169
Compensated absences			<u>256,017</u>
Total Governmental Type Debt			6,204,186
Less: Current Portion			<u>(543,890)</u>
Total Governmental Type Long-Term Debt			<u>\$ 5,660,296</u>

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

Business Type Activities

Water, Sewer, and Gas Debt:				
Refunding Bonds, Series 2014				
semi-annual payments thru June 2019	\$ 1,700,000	2.67%	\$	1,050,000
Total Water, Sewer, and Gas Debt				1,050,000
Compensated absences				33,500
Total Business Type Activities				1,083,500
Less: Current Portion				(340,000)
Total Business Type Long-Term Debt			\$	743,500

Legal Debt Margin

The amount of debt, excluding specific exempted debt, which can be incurred by the City, is limited by state statute. Total outstanding debt during a year can be no greater than 15% of assessed value of the taxable property within the City, according to the then last completed assessment for taxation. The City's legal debt margin for general obligation bonds is \$17,762,045. At September 30, 2016, the City's legal debt margin, after reduction for outstanding general obligation bonds of \$5,480,000, is \$12,282,045. Thus, the amount of outstanding bond debt, at September 30, 2016, is equal to 30.85% of the latest property assessments.

K. Fund Balance Disclosures

Fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on specific purposes for which amounts in those funds can be spent.

In accordance with Government Accounting Standards Board 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, the City classifies governmental fund balances as follows:

Non-spendable - includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual constraints. The City currently only has prepaid insurance reported as non-spendable fund balance.

Restricted – includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors or amounts constrained due to constitutional provisions or enabling legislation.

Committed – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision making authority and does not lapse at year end.

Assigned – includes fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Fund balance may be assigned by the Board or by an official or body to which the Board delegates authority. The City has no assigned fund balances reported at this time.

Unassigned – includes positive fund balance within the General Fund which has not been classified within the above mentioned categories and negative fund balances in other governmental funds.

The City Council establishes (and modifies or rescinds) fund balance commitments by passage of an ordinance or resolution. This is typically done through adoption and amendment of the budget. A

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

Year ended September 30:	
2017	\$ 292,701
2018	189,297
2019	72,874
2020	215,257

Actuarial assumptions. The total pension liability in the June 30, 2016 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.0 percent
Salary increases	3.75 – 19.00 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

Mortality rates were based on the RP-2014 Healthy Annuitant Blue Collar Table Projected with Scale BB to 2016, with males rates set forward one year.

The actuarial assumptions used in the June 30, 2016 valuation were based on the results of an actuarial experience study for the period July 1, 2010 to June 30, 2014. The experience report is dated May 4, 2015.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation		Long-Term Expected Real Rate of Return	
		%		%
U.S. Broad	34		5.20	
International Equity	19		5.00	
Emerging Markets Equity	8		5.45	
Fixed Income	20		0.25	
Real Assets	10		4.00	
Private Equity	8		6.15	
Cash	1		(0.50)	
Total	100	%		

Discount rate. The discount rate used to measure the total pension liability was 7.75 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that employer contributions will be made at the current employer contribution rate (15.75%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

Sensitivity of the City's proportionate share of the net pension liability to changes in the discount rate. The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.75 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.75 percent) or 1-percentage-point higher (8.75 percent) than the current rate:

	1% Decrease (6.75%)	Current Discount Rate (7.75%)	1% Increase (8.75%)
City's proportionate share of the net pension liability	\$ 22,903,726	\$ 17,862,497	\$ 13,679,911

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report.

M. Deferred Compensation Plan

The City also offers employees voluntary participation in a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, Group Flexible Fund Retirement Contracts, administered by Nationwide Retirement Solutions, Inc., permits employees to defer a portion of their salary until future years. All plan assets are held in trust by Nationwide for the exclusive benefit of the participants and their beneficiaries and not subject to the claims of the City's general creditors.

N. Related Party Commitments

A joint venture is a legal entity or other organization that results from a contractual arrangement that is owned, operated, or governed by two or more participants as a separate and specific activity subject to joint control, in which the participants retain an ongoing financial interest or an ongoing financial responsibility. Generally, the purpose of a joint venture is to pool resources and share costs, risks, and rewards of providing goods or services to the venture participants directly or for the benefit of the general public or specific service recipients.

Hancock County Solid Waste Authority

The City provides for pickup and disposal of garbage and trash through a solid waste contract with Hancock County Solid Waste Authority "Authority", formerly Hancock County Solid Waste Management District. The Authority was formed as an inter-local joint venture with the City of Bay St. Louis and Hancock County, late in fiscal year 1994. The Authority was officially incorporated in March 1998 pursuant to an incorporation agreement entered into in December 1997.

During the year ended September 30, 2016, the City paid a total of \$402,075 for solid waste services, which is included in the business-type activities expenses in the statement of activities. The City pays \$9.00 per residential solid waste pickup. The City is jointly and severally liable for all of the liabilities of the Authority. Complete financial statements can be obtained from the Hancock County Solid Waste Authority's Administrator by calling (228) 467-2770.

Hancock County Utility Authority

The Hancock County Utility Authority, "Utility Authority" provides for the operation and maintenance of the sewer treatment plant on a cost reimbursement basis. Pursuant to the terms of the agreement, the City is required to pay monthly costs of operations and maintenance directly associated with the treatment facilities and to share in the construction costs of the treatment facility.

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

The costs associated with the contract total \$779,365 for the year ended September 30, 2016, and are in the business-type activities expenses in the statement of activities. A fee has been added to rates charged by the utility billing system as an assessment for the City.

Accordingly, the City is jointly and severally liable for all of the liabilities of the Utility Authority. The Utility Authority is classified as a joint venture between the City and the other members.

In April 2009, the City entered into an agreement with the Utility Authority whereby the Utility Authority conveyed the wastewater collection system (once constructed by the Utility Authority and accepted by the City) to the City for the purpose of collecting and transporting wastewater to the Utility Authority's treatment plant for treatment and discharge. Complete financial statements can be obtained from the Hancock County Utility Authority's Administrator by calling (228) 467-3702.

O. Jointly Governed Organizations

Hancock County Library System

The City entered into an agreement with the City of Waveland and the Hancock County Board of Supervisors, to mutually cooperate in securing a more economical public library system through combined resources, interests, materials and facilities to be known as the Hancock County Library System. There are no specific monetary terms in the agreement and the City has no equity interest in the organization. However, a budget is approved every year by the County Library Board, which stipulates the amount of funds needed from the participating municipalities and various other funding sources.

The City of Bay St. Louis allocated and contributed 2.66 mills for the year ended September 30, 2016 through proceeds of a specific tax levy authorized by MS Code 39-3-13. The amount budgeted for the City of Bay St. Louis for the fiscal year ended September 30, 2017 is 2.50 mills. This agreement is cancelable upon 90 days written notice prior to the end of the fiscal year and therefore, the City does not have an ongoing financial responsibility.

P. Contractual Commitments

In connection with capital project contracts, the City budgeted certain commitments for engineering services, construction and other capital project costs. The Spanish Trail Sidewalks and Lights project is to be funded, in part, with MDOT grants. The remainder of the required funds will be generated by local sources. In March 2016, the City issued \$4,000,000 of General Obligation Public Improvement Bonds, Series 2016 for various City-wide road resurfacing projects. Also, the Harbor has incurred engineering fees for the Wave Screen project. The following is a summary of the budgeted commitment for future capital projects at September 30, 2016:

	Contract of Amount	Expended to Date	Remaining Contract
Spanish Trail Sidewalks and Lights	\$ 899,090	\$ 657,168	\$ 241,922
City-wide Road Resurfacing Projects	4,000,000	1,756,262	2,243,738
Wave Screen Project	448,638	22,443	426,195

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

Q. Risk Management

The City is covered for significant losses through commercial insurance carriers except for the following, which are covered through self-insurance risk pools.

Self-Insurance – Workers Compensation Fund

The City is one of approximately 250 members in the Mississippi Municipal Workers' Compensation Group, Inc. This non-profit corporation is a self-insurance workers' compensation fund organized under the non-profit laws of the State of Mississippi. The group is self-insured under statutory workers compensation protection up to \$1,000,000. Members are jointly and severally liable for the obligations for the group. The possibility of additional liability exists, but that amount, if any, cannot be determined.

Self-Insurance Liability Fund

The City is one of approximately 250 members in the Mississippi Municipal Liability Plan. The plan is a private non-profit corporation organized under the laws of the State of Mississippi. The plan provides liability and tort claims insurance for its members up to \$500,000 and \$50,000 per occurrence, respectively. The plan is totally self-insured with claims and expenses paid out of the premiums, and the members are jointly and severally liable for any claims and expenditures beyond the premium base. The possibility of additional liability exists, but that amount, if any cannot be determined.

R. Contingency Risks and Uncertainties

As of the audit report date of July 31, 2017, the City's police department is under an ongoing investigation by the FBI for potential payroll fraud due to collusion, nepotism, and other matters not released to the City or public at the date of the report. We were unable to obtain sufficient appropriate audit evidence on this matter as this is still an ongoing investigation and is unable to determine if there are any adjustments that are needed to be made to the financial statements as a result of this ongoing investigation.

S. Subsequent Events

Events that occur after the statement of net position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. Management of the City of Bay St Louis evaluated the activity of the City through July 31, 2017 and determined the following were reportable subsequent events that require disclosure in the notes to the financial statements:

Ongoing FBI Investigation on Police Department

There is an ongoing investigation by the FBI on the City's police department. Please refer to Note R for an explanation on this matter.

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

fund balance commitment is further indicated in the budget document as a designation or commitment of the fund (such as special incentives). Assigned fund balance is established by the Board through adoption or amendment of the budget as intended for specific purpose (such as the purchase of fixed assets, construction, debt service, or for other purposes).

The City uses restricted/committed amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this, such as a grant agreement requiring dollar for dollar spending. Additionally, the Government would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made.

L. Defined Benefit Pension Plan

All full-time City employees hired after June 30, 1987, participate in the Public Employees' Retirement System of Mississippi (PERS). Other City employees hired prior to July 1, 1987 may elect to participate in the retirement system under an option offered by PERS.

Plan Description: The City of Bay St. Louis contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Miss. Code Ann. Section 25-11-1 et seq., (1972, as amended) and may be amended only by the Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to Public Employees' Retirement System of Mississippi, PERS Building, 429 Mississippi Street, Jackson, MS 39201 or by calling (601) 359-3589 or 1-800-444-PERS.

Benefits provided. Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public school districts. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring. Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0 percent of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5 percent for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0 percent compounded for each fiscal year thereafter. Plan provisions are established and may be amended only by the State of Mississippi Legislature.

Contributions: PERS members are required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The employer's rate for the fiscal year ended September 30, 2016 was 15.75% of annual covered payroll. The contribution

City of Bay St. Louis, Mississippi
Notes to the Financial Statements
For the Year Ended September 30, 2016

requirements of PERS members and employers are established and may be amended only by the State of Mississippi Legislature. The City's contributions to PERS for the fiscal years ending September 30, 2016, 2015, and 2014 were \$618,526, \$622,015, and \$634,493, respectively, which equaled the required contributions for each year.

Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2016, the City reported a liability of \$10,896,124 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. The city's proportionate share used to calculate the September 30, 2016 net pension liability was .0610%, which was based on a measurement date of June 30, 2016. This changed from its proportionate share of .0640% used to calculate the September 30, 2015 net pension liability, which was based on a measurement date of June 30, 2015.

For the year ended September 30, 2016, the City recognized pension expense of \$1,357,665. At September 30, 2016, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual Experience	\$ 276,028	\$ -
Net difference between projected and actual earnings on pension plan investments	1,295,162	-
Changes in assumptions	509,974	-
Changes in proportion and differences between City contributions and proportionate share of contributions	-	1,311,035
City contributions subsequent to the measurement date	160,338	-
Total	\$ <u>2,241,502</u>	\$ <u>1,311,035</u>

\$160,338 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year ended September 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Required Supplemental Information

City of Bay St Louis, Mississippi
Required Supplementary Information
Budgetary Comparison Schedule
General Fund

For the Fiscal Year Ended September 30, 2016

	Budgeted Amounts		Original to Final	Actual (GAAP Basis)	Final Budget to Actual
	Original	Final	Variance		Variance
Revenues					
Taxes:					
Property	\$ 1,996,000	\$ 2,524,510	\$ 528,510	\$ 1,873,155	\$ (651,355)
Sales	1,450,000	1,450,000	-	1,464,861	14,861
Franchise	438,000	428,000	(10,000)	395,700	(32,300)
Licenses and permits	247,000	275,500	28,500	291,352	15,852
Intergovernmental	356,200	371,542	15,342	152,268	(219,274)
Charges for services	92,000	116,187	24,187	107,194	(8,993)
Gaming revenue	2,080,000	2,097,089	17,089	2,091,112	(5,977)
Grants	293,000	187,800	(105,200)	155,813	(31,987)
Fines and forfeitures	112,000	188,000	76,000	181,762	(6,238)
Other	5,000	114,389	109,389	26,403	(87,986)
Total revenues	7,069,200	7,753,017	683,817	6,739,620	(1,013,397)
Expenditures					
General Government					
City Council					
Personnel services	255,110	274,380	19,270	289,953	(15,573)
Supplies	7,500	7,775	275	4,546	3,229
Other services and charges	11,700	28,792	17,092	25,765	3,027
Capital outlay	-	-	-	-	-
Total	274,310	310,947	36,637	320,264	(9,317)
Judicial					
Personnel services	181,297	168,033	(13,264)	163,574	4,459
Supplies	5,000	4,000	(1,000)	3,996	4
Other services and charges	75,500	102,075	26,575	102,645	(570)
Capital outlay	-	500	500	-	500
Total	261,797	274,608	12,811	270,215	4,393
Administration					
Personnel services	597,389	561,627	(35,762)	503,529	58,098
Supplies	13,000	17,134	4,134	13,516	3,618
Other services and charges	1,265,700	2,040,701	775,001	647,327	1,393,374
Capital outlay	-	-	-	-	-
Total	1,876,089	2,619,462	743,373	1,164,372	1,455,090
Building Department					
Personnel services	286,078	292,634	6,556	292,571	63
Supplies	3,200	3,900	700	4,061	(161)
Other services and charges	7,450	12,720	5,270	11,569	1,151
Capital outlay	-	-	-	-	-
Total	296,728	309,254	12,526	308,201	1,053
Total General Government	2,708,924	3,514,271	805,347	2,063,052	1,451,219

(Continued)

City of Bay St Louis, Mississippi
Required Supplementary Information
Budgetary Comparison Schedule
General Fund

For the Fiscal Year Ended September 30, 2016

Expenditures (Continued)	Budgeted Amounts		Original to Final Variance	Actual (GAAP Basis)	Final Budget to Actual Variance
	Original	Final			
Public Safety:					
Police					
Personnel services	1,737,391	1,839,553	102,162	1,830,722	8,831
Supplies	100,000	105,000	5,000	75,061	29,939
Other services and charges	58,250	86,968	28,718	82,627	4,341
Capital outlay	-	36,000	36,000	32,329	3,671
Total	1,895,641	2,067,521	171,880	2,020,739	46,782
Fire					
Personnel services	1,038,669	1,054,477	15,808	1,029,395	25,082
Supplies	16,400	11,948	(4,452)	18,522	(6,574)
Other services and charges	36,600	48,545	11,945	32,349	16,196
Capital outlay	-	498,087	498,087	495,516	2,571
Total	1,091,669	1,613,057	521,388	1,575,782	37,275
Total Public Safety	2,987,310	3,680,578	693,268	3,596,521	84,057
Public Works					
Personnel services	783,408	771,283	(12,125)	740,876	30,407
Supplies	137,000	115,000	(22,000)	102,650	12,350
Other services and charges	712,500	701,100	(11,400)	763,856	(62,756)
Capital outlay	-	158,794	158,794	155,994	2,800
Total	1,632,908	1,746,177	113,269	1,763,376	(17,199)
Parks and Recreation					
Personnel services	251,563	251,333	(230)	235,486	15,847
Supplies	3,500	3,500	-	5,954	(2,454)
Other services and charges	16,500	16,950	450	14,376	2,574
Capital outlay	-	-	-	-	-
Total	271,563	271,783	220	255,816	15,967
Total expenditures	7,600,705	9,212,809	1,612,104	7,678,765	1,534,044
Excess (deficiency) of revenues over expenditures	(531,505)	(1,459,792)	(928,287)	(939,145)	520,647
Other financing sources (uses):					
Interest earned	500	500	-	-	(500)
Loan proceeds	-	560,121	560,121	560,310	189
Insurance proceeds	-	65,137	65,137	89,651	24,514
Sale of assets	20,000	70,000	50,000	25,000	(45,000)
Transfers in (out)	468,365	776,303	307,938	224,000	(552,303)
Total other financing sources (uses)	488,865	1,472,061	983,196	898,961	(573,100)
Net change in fund balances	\$ (42,640)	\$ 12,269	\$ 54,909	\$ (40,184)	\$ (52,453)

The Accompanying Notes are an Integral Part of the Financial Statements.

City of Bay St Louis, Mississippi
Required Supplementary Information
Budgetary Comparison Schedule
Municipal Reserve Fund
For the Fiscal Year Ended September 30, 2016

	Budgeted Amounts		Original to Final Variance	Actual (GAAP Basis)	Final Budget to Actual Variance
	Original	Final			
Revenues					
Taxes:					
Property	\$ -	\$ -	\$ -	\$ 162,150	\$ 162,150
Grants	-	661,584	661,584	438,884	(222,700)
Total revenues	-	661,584	661,584	601,034	(60,550)
Expenditures					
Public Works					
General government	-	-	-	3,500	(3,500)
Capital outlay	180,000	830,480	650,480	558,555	271,925
Total	180,000	830,480	650,480	562,055	268,425
Total expenditures	180,000	830,480	650,480	562,055	268,425
Excess (deficiency) of revenues over expenditures	(180,000)	(168,896)	11,104	38,979	207,875
Other financing sources (uses):					
Interest earnings	6,000	6,000	-	1,645	(4,355)
Sale of assets	-	-	-	-	-
BP settlement	-	-	-	-	-
Transfers in	143,840	529,655	385,815	-	(529,655)
Transfers (out)	-	(133,100)	(133,100)	(13,000)	120,100
Total other financing sources (uses)	149,840	402,555	252,715	(11,355)	(413,910)
Net change in fund balances	\$ (30,160)	\$ 233,659	\$ 263,819	\$ 27,624	\$ (206,035)

The Accompanying Notes are an Integral Part of the Financial Statements.

City of Bay St. Louis, Mississippi
Required Supplementary Information
Schedule of the City's Proportionate Share of the Net Pension Liability
PERS
Last 10 Fiscal Years*

	<u>2015</u>	<u>2016</u>
City's proportion of the net pension liability (asset)	0.064%	0.061%
City's proportionate share of the net pension liability (asset)	\$ 9,893,138	\$ 10,896,124
City's covered-employee payroll	\$ 3,949,302	\$ 3,927,149
City's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	250.50%	277.46%
Plan fiduciary net position as a percentage of the total pension liability	61.700%	57.470%

The notes to the required supplemental information are an integral part of this schedule.

* The amounts presented for each fiscal year were determined as of the measurement date of 6/30/16.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB 68 was implemented in FYE 9/30/15, and, until a full 10-year trend is compiled, the City has only presented information for the years in which the information is available.

City of Bay St. Louis, Mississippi
Required Supplementary Information
Schedule of City Contributions
PERS
Last 10 Fiscal Years*

	<u>2015</u>	<u>2016</u>
Actuarially calculated required contribution	\$ 622,015	\$ 618,526
Actual contributions in relation to the contractually required contribution	622,015	618,526
Contribution deficiency (excess)	\$ <u>-</u>	\$ <u>-</u>
City's covered-employee payroll	3,949,302	3,927,149
Contributions as a percentage of covered-employee payroll	15.75%	15.75%

The notes to the required supplemental information are an integral part of this schedule.

The amounts presented for each fiscal year were determined as of the measurement date of 6/30 of the year current to the fiscal year presented.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB 68 was implemented in FYE 9/30/15, and, until a full 10-year trend is compiled, the City has only presented information for the years in which information is available.

City of Bay St. Louis, Mississippi
Notes to the Required Supplementary Information
For the Year Ended September 30, 2016

Budgetary Comparison Schedule

(1) Basis of Presentation

The Budgetary Comparison Schedule presents the original legally adopted budget, the final legally adopted budget, the actual data on the GAAP basis, variances between the original budget and the final budget, and variances between the final budget and the actual data.

(2) Budget Amendments and Revisions

The budget is adopted by the city's board. Amendments can be made on the approval of the city's board. By statute, final budget revisions must be approved on or before October 15. A budgetary comparison is presented for the General Fund and the Food and Beverage Fund consistent with state statutes and regulations of the State Auditor.

Pension Schedules

(1) Changes of benefit terms

None.

(2) Changes of assumptions

The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015. The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015. Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience. In 2016, assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience. Finally, the price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.7% respectively.

Supplemental Information

City of Bay St Louis, Mississippi
Combining Balance Sheet
Non-Major Governmental Funds
September 30, 2016

Assets	CDBG Grant Fund	DOJ Fund	Disaster Fund	Narcotics Task Force	Total
Cash	\$ 10,889	\$ 21,683	\$ 2,862	\$ 14,240	\$ 49,674
Due from other governments	1,799	-	168,004	-	169,803
Due from other funds	-	299,969	127,051	-	427,020
Total assets	<u>12,688</u>	<u>321,652</u>	<u>297,917</u>	<u>14,240</u>	<u>646,497</u>
Liabilities & Fund Balance					
Liabilities					
Accounts payable	-	-	178,242	1,607	179,849
Total liabilities	<u>-</u>	<u>-</u>	<u>178,242</u>	<u>1,607</u>	<u>178,242</u>
Fund balance					
Restricted for:					
Law enforcement	-	321,652	-	-	321,652
Committed:					
Law enforcement	-	-	-	12,633	12,633
Capital improvements	12,688	-	119,675	-	132,363
Total fund balances	<u>12,688</u>	<u>321,652</u>	<u>119,675</u>	<u>12,633</u>	<u>466,648</u>
Total liabilities and fund balance	<u>\$ 12,688</u>	<u>\$ 321,652</u>	<u>\$ 297,917</u>	<u>\$ 14,240</u>	<u>\$ 646,497</u>

The Accompanying Notes are an Integral Part of the Financial Statements.

City of Bay St Louis, Mississippi
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-Major Governmental Funds
For the Year Ended September 30, 2016

	CDBG Grant Fund	DOJ Fund	Disaster Fund	Narcotics Task Force	Total
Revenues					
Grants	\$ -	\$ 208	\$ -	\$ -	\$ 208
Other	-	-	-	15,809	15,809
Total revenues	-	208	-	15,809	16,017
Expenditures					
Current:					
General					
Public safety	-	41	79	3,176	3,296
Capital outlay:					-
Public safety	-	-	-	-	-
Public works	-	-	-	-	-
Culture and recreation	-	-	-	-	-
Debt service:					-
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Total expenditures	-	41	79	3,176	3,296
Excess of revenues over (under) expenditures	-	167	(79)	12,633	12,721
Other financing sources (uses):					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	167	(79)	12,633	12,721
Fund balance, beginning	12,688	321,485	119,754	-	453,927
Fund balance, end of year	\$ 12,688	\$ 321,652	\$ 119,675	\$ 12,633	\$ 466,648

The Accompanying Notes are an Integral Part of the Financial Statements.

City of Bay St Louis, Mississippi
Schedule of Long-Term Debt
September 30, 2016

	Date Issued	Original Issue	Balance October 1, 2015	New Issues	Retirements	Balance September 30, 2016	Requirements Year Ended September 30, 2017	
							Principal	Interest
General Obligation Bonds								
GO Katrina Refinance of MDB 2007-A	07/20/10	\$ 1,075,000	\$ 537,500	\$ -	\$ 107,500	\$ 430,000	\$ 107,500	\$ 9,293
GO Bond Series 2016	03/15/16	4,000,000	-	4,000,000	-	4,000,000	\$ 145,000	\$ 103,611
Total General Obligation Bonds			537,500	4,000,000	107,500	4,430,000	252,500	112,904
Notes Payable								
The First Bank - 5 Dodge Chargers	01/10/14	186,732	111,360	-	46,658	64,702	48,362	1,316
The First Bank - Tundra	10/25/13	36,462	20,187	-	9,201	10,986	9,387	146
Total Notes Payable			131,547	-	55,859	75,688	57,749	1,462
Capital Leases Payable								
Bancorp South - 3 Tractors	04/29/11	211,441	26,485	-	26,485	-	-	-
Kansas State Bank - 5 Chevy Caprices	04/17/12	174,929	23,170	-	23,170	-	-	-
Suntrust Bank - Firetruck Aerial Ladder Truck	02/07/14	579,947	525,073	-	52,057	473,016	53,527	13,357
Bancorp South - John Deere Tractor w/boom	11/21/13	82,310	53,100	-	16,456	36,644	16,781	514
Lease Experts - 11 Dodge Chargers	08/28/15	419,638	419,638	-	45,077	374,561	103,323	9,380
Bancorp South-Kubota Tractor	06/01/16	64,794	-	64,794	2,050	62,744	12,455	1,221
Ferrara Fire Truck	07/19/16	495,516	-	495,516	-	495,516	47,555	8,151
Total Capital Leases Payable			1,047,466	560,310	165,295	1,442,481	233,641	32,623
Total General Long-Term Debt			1,716,513	4,560,310	328,654	5,948,169	543,890	146,989
Proprietary Funds Debt								
Bonds & Notes								
2014 Refunding Bonds	06/26/14	1,700,000	1,380,000	-	330,000	1,050,000	340,000	28,035
Total Proprietary Funds Debt			1,380,000	-	330,000	1,050,000	340,000	28,035
Total All			\$ 3,096,513	\$4,560,310	\$ 658,654	\$ 6,998,169	\$ 883,890	\$ 175,024

See Independent Auditor's Report.

City of Bay St. Louis, Mississippi
Schedule of Surety Bonds for Municipal Officials
And Other Municipal Employees

Name	Position	Surety	Bond
Les Fillingame	Mayor	Liberty Mutual	\$ 100,000
Phillip D. Seal, Jr.	Councilmember	Liberty Mutual	100,000
Wendy McDonald	Councilmember	Liberty Mutual	100,000
Jeffery Reed	Councilmember	Liberty Mutual	100,000
Lonnie Falgout	Councilmember	Western Surety	100,000
Joey Boudin	Councilmember	Western Surety	100,000
Robert J. Compretta	Councilmember	Liberty Mutual	100,000
Michael Favre	Councilmember	Liberty Mutual	100,000
Sissy Gonzales	Comptroller	Liberty Mutual	100,000
Paula Fairconnetue	City Clerk	Liberty Mutual	100,000
Charles Fortin	Harbor Master	The Hartford Insurance Group	50,000
Duane Caughlin	Deputy Harbor Master	The Hartford Insurance Group	50,000
Lisa Tilley	Clerk of Council	Travelers	50,000
Dana Feuerstein	Deputy City Clerk	RLI Surety Company	50,000
Clementine Sheppard	Court Clerk	RLI Surety Company	50,000
Rachel Smith	Deputy Court Clerk	RLI Surety Company	25,000
Mary Ann Bremer	Deputy Court Clerk	RLI Surety Company	25,000
Candee Breaux	Utility Supervisor	RLI Surety Company	50,000
Katie Stewart	Utility Clerk	RLI Surety Company	50,000
Patricia Tice	Deputy City Clerk/Payroll Clerk	RLI Surety Company	50,000
Police Department	Departmental	RLI Surety Company	25,000
E.J. Taylor Jr.	NTF Officer	RLI Surety Company	50,000

Note – In addition to the Surety Bond Coverage detailed above, all employees are covered under a \$100,000 Honesty Blanket Bond.

See Independent Auditor's Report

Compliance Section

CITY OF BAY ST. LOUIS, MISSISSIPPI
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2016

Federal Grantor/Pass-Through Grantor Program Title	CFDA Number	Pass-Through Grantor Number	Federal Expenditures
<u>Department of Justice</u>			
Equitable Sharing Program	16.922		\$ 208
Total Department of Justice			<u>208</u>
<u>U.S. Department of the Interior - Fish and Wildlife Service</u>			
Passed through Mississippi Department of Marine Resources			
Sportfishing and Boating Safety Act	15.622	F12AF00235	<u>22,443</u>
Total U.S. Department of the Interior			<u>22,443</u>
<u>Executive Office of the President</u>			
High Intensity Drug Trafficking Areas Program	95.001		<u>143,677</u>
Total Executive Office of the President			<u>143,677</u>
<u>U.S. Department of Transportation</u>			
Passed through Mississippi Department of Transportation			
STP Funds		STP-9128-00(001)	<u>383,766</u>
Total U. S. Department of Transportation			<u>383,766</u>
Total Federal Financial Assistance			<u>\$ 550,094</u>

NOTE 1. BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal grant activity of the City of Bay St. Louis (the City) under programs of the federal government for the year ended September 30, 2016. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and City Council
City of Bay St. Louis, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Bay St. Louis, Mississippi ("City"), as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated July 31, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit that is appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the Schedule of Findings and Questioned Costs, we identified certain deficiencies in internal controls that we considered to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency found in the accompanying schedule of findings and questions costs to be material weaknesses: 2016-1.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention, by those charged with governance. We consider the deficiencies found in the accompanying schedule of findings and questioned costs to be significant deficiencies: 2016-2 through 2016-8.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

However, we have noted certain instances of noncompliance or other matters that we have reported to management of the City in a separate letter dated July 31, 2017, which is included in this report.

City's Response to Findings

The City's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide any opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Culumber, Harvey & Associates, P.A.

Culumber, Harvey & Associates
Certified Public Accountants

Gulfport, Mississippi
July 31, 2017

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
WITH MISSISSIPPI'S STATE LAWS AND REGULATIONS**

To the Honorable Mayor and City Council
City of Bay St. Louis, Mississippi

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Bay St. Louis, Mississippi as of and for the year ended September 30, 2016, which collectively comprise the City's basic financial statements and have issued our report thereon dated July 31, 2017. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

As required by the state legal compliance audit program prescribed by the Office of the State Auditor, we have also performed procedures to test compliance with certain state laws and regulations. However, providing an opinion on compliance with all state laws and regulations was not an objective of our audit and, accordingly, we do not express such an opinion.

The results of our procedures performed to test compliance with certain state laws and regulations and our audit of the financial statements resulted in the following immaterial instances of noncompliance with other state laws and regulations. Our findings and recommendations and your responses are as follows:

1. Council Minutes *Prior year finding*

Finding

During our audit testing, we noted that the minutes were not signed by the Mayor or a majority of the Council within 30 days as required by MS Code 21-15-33. In several instances, the attachments to the official minutes were incomplete, and the City Clerk did not present the Council with all monthly revenue and expenditure reports as required by MS Code 21-35-13.

Recommendation

We recommend that all of the actions of the Council are properly reflected in a timely manner within the Council minutes. All attachments, including claims dockets, to the Council minutes should be specifically marked, approved, maintained, and available at City Hall and Council chambers. Attachments or documents containing financial calculations should be reviewed and footed for accuracy and typographical errors. We recommend that the finance department provide the Council with a revenue and expenditure report for every month by the second meeting of the following month as required by MS Code 21-35-13.

Response

The Administration will work to ensure all minutes are properly prepared and include all attachments.

2. Municipal Compliance Questionnaire *Prior year finding*

Finding

The Municipal Compliance Questionnaire that was attached to the minutes contained several

inconsistencies as noted during audit testing.

Recommendation

We recommend that the Municipal Compliance Questionnaire accurately reflect the actions of the Council.

Response

The City will ensure the Municipal Compliance Questionnaire will be completed by the Members of the City Council and reviewed and approved by the Mayor and City Clerk. The Mayor and City Clerk will ensure the Municipal Compliance Questionnaire is spread in the minutes on the 1st meeting in October and will ensure the questionnaire accurately reflects the actions of the Council.

3. Ordinance Book *Prior year finding*

Finding

MS Code 21-13-13 states that the City Clerk shall keep a record of all ordinances in force, and each ordinance must be entered into the ordinance record and spread upon the minutes. The City's ordinance book does not contain all required information as stated in MS Code 21-13-13.

Recommendation

We recommend that the City properly maintain the ordinance book to include every ordinance in force stating the date of its passage, cite the record and page of the minutes containing the record of its passage, and index all ordinances alphabetically.

Response

The City has begun to implement re-codification of the City ordinances currently in force along with developing policies and procedures compiling the minutes and records of its proceedings, ordinances, and resolutions.

4. Municipal Fire Funding Compliance *Prior year finding*

Finding

The Municipal Fire Funding Compliance Form must be completed by the City Clerk, financial officer, or CPA of the municipality and returned to the County Fire Coordinator by December 31 of each year. Failure to provide the compliance form will result in the forfeiture of designated state rebate and code monies.

Recommendation

We recommend that the City Clerk or financial officer of the City accurately and timely complete and submit this form by December 31 of each year so that the City will not lose its designated state rebate and code monies. Fire Rebate monies should be reconciled to the prior year's balance. The end of year balance per the compliance form should be reconciled to the general ledger, and the money set aside in a separate general ledger account to be used for approved fire department expenditures as listed on the compliance form.

Response

The Finance Department will prepare the annual Municipal Fire Funding Compliance annually by December 31. The Municipal Fire Funding Compliance will be reviewed and approved prior to submission by the City Comptroller. The City will also ensure the Municipal Fire Funding Compliance reconciles to the prior year's balance and the general ledger. The funds will be set aside in a separate general ledger account to be expended on approved fire department needs as noted on the compliance form.

5. Payment of Claims *Prior year finding*

Finding

Vendor invoices were paid in excess of 45 days after receipt of the invoice, and not in the order received or listed on the claims docket approved by the Council in violation of MS Code 31-7-305.

Recommendation

We recommend that a "Date Received" stamp be implemented for all vendor invoices and that the vendor invoices are paid in a timely manner upon its determination of being a valid claim against the City approved by the Council. We also recommend that all payments should be made from original invoices to eliminate invoices being paid twice.

Response

The City currently uses a stamp to notate the department approval, council approval date, check number, amount and account, and implemented a claim numbering system to help ensure claims are paid in order of council approval. The Finance Department has implemented the use of a date "Received" stamp for all vendor invoices, and City software already ensures all vendor invoices are not duplicate paid. The City will work closely with City Council members to ensure funds are available to meet City obligations, when necessary.

6. Possible Payroll Fraud

Finding

Payroll checks were possibly distributed to an employee who is no longer an employee of the City. A department head was submitting employee time cards for a former employee to the payroll department. This matter is still under investigation by the FBI. The amount that this affects the financial statement is still unknown at the time of this report.

Recommendation

We recommend that time cards be verified with the employee's signature and that someone, other than the department head, distributes check stubs to employees randomly to verify that the employee is still working for the City. Termination or resignation should be reported to human resources first instead of department heads to avoid nepotism and collusion.

Response

There is still an ongoing investigation by the FBI on this matter. The City will work to have in place stronger internal control policies and procedures regarding the employee termination or resignation process.

Instances of noncompliance of the prior year have been corrected by management, unless it is specifically stated otherwise in the findings and recommendations noted above. Our audit of the financial statements did not disclose any instances of noncompliance with other state laws and regulations.

This report is intended solely for the information and use of the City of Bay St. Louis, Mississippi's council and management, federal awarding agencies, the Office of the State Auditor and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Culumber, Harvey & Associates, P.A.

Culumber, Harvey & Associates, P.A.
Certified Public Accountants

Gulfport, Mississippi
July 31, 2017

City of Bay St. Louis, Mississippi
Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2016

SECTION 1 – SUMMARY OF AUDITOR’S RESULTS

Financial Statements:

- | | |
|--|----------|
| 1. Type of auditor’s report issued: | Modified |
| 2. Internal control over financial reporting: | |
| a. Material weakness identified? | Yes |
| b. Significant deficiency identified? | Yes |
| 3. Noncompliance material to financial statements noted? | No |

Federal Awards:

- | | |
|--|-----------|
| 4. Internal control over major programs: | |
| a. Material weakness identified? | N/A |
| b. Significant deficiency identified? | N/A |
| 5. Type of auditor’s report issued on compliance for major programs? | N/A |
| 6. Any audit finding(s) reported as required by Section 2 CFR 200.516 (a)? | N/A |
| 7. Identification of major programs: | N/A |
| 8. Dollar threshold used to distinguish between type A and type B programs | \$750,000 |
| 9. Auditee qualified as a low-risk auditee? | No |

*No single audit is required as federal expenditures did not exceed \$750,000.

SECTION 2 – FINANCIAL STATEMENT FINDINGS

Material Weaknesses

2016-1: Employee Termination or Resignation Controls

Criteria: The City's termination policy is that any employee termination or resignation has to be reported by the department head to the payroll department. The payroll department then reports the termination or resignation to the human resources department.

Condition: Time cards on a former employee were being submitted to the payroll department due to potential collusion and nepotism.

Cause: The payroll department continued paying a former employee who was no longer working for the city. The timeline is unknown at this time as this matter is still under investigation by the FBI.

Effect: Potential overstatement of payroll expenses can result due to potential collusion or nepotism. This could lead to overstatement of salaries and payroll taxes. The effect is still unknown at the date of the audit report as investigation is still ongoing with the FBI.

Recommendation: We recommend that the City randomly distribute payroll check stubs to employees of each department in order to detect if department heads are colluding with employees and that all termination or resignation should go straight to human resources instead of department heads. Hiring of related parties in the same department should be monitored to prevent potential collusion.

Significant Deficiencies

2016-2: Building Permits *Prior year finding*

Criteria: The City's ordinances require that all new building construction and remodels have a valid building permit, and if necessary, the permits may need to be renewed once they expire. Each file should contain documentation to support fees charged, inspections performed, and any other items to ensure compliance with City ordinances.

Condition: In the past some permit applications were incomplete and not signed by the applicant or by a City official. Some files were missing inspection documentation, certificates of occupancy, and other documents to ensure compliance with City ordinances. The City was not collecting all fees from property owners for work done to clean up blighted properties. The City has developed a policy and procedures manual to help alleviate confusion on job duties for all departments.

Cause: In some cases in past years, the permit department did not follow up on construction projects in progress, and once completed, they did not verify or document that previous issues had been addressed, nor does it perform a review of applicants or property owners that have outstanding balances to pursue collection.

Effect: Some building projects were noncompliant due to lack of required permits, documents, follow-up, final inspections, and/or certificates of occupancy, and a loss of revenue due to incorrect assessments and calculations could occur.

Recommendation: We recommend that all building projects have a completed and signed application on file with all applicable fees assessed and collected. All permits fees should be paid in full prior to the issuance of permits. The City should implement policies and procedures to ensure that all building projects are inspected throughout the building process, and all projects

should have a final inspection conducted. Project files should contain all necessary documentation to ensure compliance with City ordinances.

2016-3: Court Fines and Related Assessments *Prior year finding*

Criteria: Proper accounting for court fine revenue is required to accurately determine court assessments due to other agencies and to determine the court fines receivable amounts for each court case. The City is required to submit monthly court assessment reports detailing the amount of funds collected that are to be paid to various agencies and the State.

Condition: In some instances, case files were missing documentation detailing payment history, issuance of warrants, proof of jail time served, proof of community service hours served, etc. In other cases, payments and adjustments were not reflected within individual case files, and adjustments were made without proper documentation or approval.

In past years fines and assessments were not properly itemized on the citation or within the case file. Currently the court clerk has developed a new report that will detail and itemize fines and assessments to be placed in the case file. The City did generate a detailed court accounts receivable report on September 30, 2016 and has contracted with a collection agency for outstanding fines.

The City has developed a policy and procedures manual to help alleviate confusion on job duties for all departments.

Cause: The City's court department was not following up on offenders' payments, nor were they properly documenting payments and correspondence in each case file, which currently appears to be corrected.

Effect: Inadequate review, improper documentation, and untimely generation of reports can result in noncompliance with court orders and state regulations and cause inaccuracies in financial reporting. In the last year revenues have increased as a result of better management of collections.

Recommendation: We recommend that the court department continue to review the active files monthly to ensure that each case has current activity and that payment, payment plans, or other arrangements have been made and to determine what course of action should be taken. All correspondence should be documented within each case file. The accounts receivable report and cash bonds and restitution report should be printed and reviewed by knowledgeable personnel every month to ensure correct classifications and financial reporting of these receipts.

2016-4: Business-type Activities--Utility Fund and Harbor Fund *Prior year finding*

Criteria: Utility customer billings should be reviewed for accuracy and completeness prior to mailing to utility customers. City ordinances should be followed and adhered to for collection and cut-off of utility services.

The utility and harbor accounts receivable reports, the customer meter deposit report, the customer payment plan report, and the utility service cut-off report should be run and reviewed monthly to determine accuracy and the course of action, if necessary. Utility and harbor cash accounts should be reviewed and reconciled to the general ledger and bank statements monthly.

Condition: In the past utility billings and collections contained employees, residents, and businesses that were past due in excess of two months with their utility payments. Cutoffs are currently being performed on a consistent basis as required per the City's ordinance. In some cases, customers were not assessed penalties if their accounts were past due.

Utility customer adjustments were made without adequate supporting documentation detailing the reason for the adjustment, and a calculation worksheet was not attached to determine the basis for the amount of the adjustment. The City has developed a policy and procedures manual to help alleviate confusion on job duties for all departments.

Cause: City personnel were not printing and reviewing monthly reports to ensure accuracy and to ensure that City ordinances and policies are carried out.

Effect: Failure to properly collect utility receivables and enforce the City's cut-off procedures create a decrease in cash collections, and the increased utility accounts receivable. Improper or unauthorized adjustments are in violation of the City's policies and can result in a decrease of utility revenue.

Recommendation: We recommend that a thorough analysis and review continue to be performed at each billing cycle so that exceptions can be corrected prior to the mail out of utility bills. Cut-off for non-compliant utility customers should continue to be enforced consistently for all utility customers.

2016-5: Payroll Recordkeeping and Reporting *Prior year finding*

Criteria: Payroll time cards should be properly completed to reflect actual dates and times worked for all City employees. Paid time-off should be approved and documented by department supervisors for all City employees. Personnel files should contain all required payroll forms and should be updated with personnel changes, such as rate of pay and department information.

Condition: During our testing of payroll, we noted that some time cards were not accurately completed to reflect days and times worked. In some cases, paid time off requests were not approved by department supervisors as required by City policy. The fire and police departments are currently using manual systems to document time worked.

Some personnel files were missing required documents such as I-9, PERS forms, and some files lacked updated pay or department information. The City incurred penalties for untimely payments to the state for employee's amount of withholding taxes and PERS contributions. The City has developed a policy and procedures manual to help alleviate confusion on job duties for all departments.

Cause: Supervisors are not documenting their approval of employees' paid time-off and are also not enforcing accurate reporting of actual time worked on time cards.

Effect: By not ensuring that all time paid to employees was adequately and accurately documented, the City is noncompliant with Department of Labor laws and other City policies. If rate changes and other pertinent employee pay information are not updated within personnel files, employees could be paid incorrectly or improper deductions could be withheld from their paychecks.

Recommendation: We recommend that department supervisors ensure that all employees' time worked or paid time-off is completely and accurately reflected on their time cards for each pay period. Any monies due to taxing authorities should be paid timely and accurately reflected within the financial statements.

2016-6: Fixed Assets Management *Prior year finding*

Criteria: In accordance with the Mississippi Municipal Fixed Assets Management Manual, fixed assets should be maintained in a subsidiary ledger and updated when new fixed assets that meet capitalization thresholds are acquired or when fixed assets are disposed. All disposals should be properly spread on the minutes to include the method of disposition. Additionally, the Office of the State Auditor requires that an inventory asset listing report should be maintained.

Condition: During our audit testing, we noted several fixed assets that had to be added or deleted from the fixed asset subsidiary ledger and the inventory asset listing report. The City has developed a policy and procedures manual to help alleviate confusion on job duties for all departments.

Cause: The fixed asset clerk was not updating the fixed asset subsidiary ledger and inventory listing as required and in a timely manner. The City should record within the minutes each asset to be disposed.

Effect: Improperly accounting for fixed asset acquisitions or disposals can materially distort the subsidiary ledgers that are used to generate financial reports. Improper disposal of fixed assets could cause the City to be in violation of grant agreements, state statutes, and municipal regulations.

Recommendation: We recommend that management and the fixed asset clerk adhere to the guidelines set forth in the Mississippi Municipal Fixed Assets Management Manual and timely update the fixed assets subsidiary ledger and inventory listing report for acquisitions and disposals of fixed and inventory assets.

2016-7: Journal Entries *Prior year finding*

Criteria: Journal entries posted to the general ledger accounting software should have adequate supporting documentation that explains the journal entry, and all journal entries should be authorized and approved by management.

Condition: During our testing, we noted that numerous journal entries were made to the general ledger. Many of these entries were later voided and re-entered again in-part or in-whole, and some entries were made to reclassify expenditures from one account to another. We were not able to obtain complete supporting documentation to justify the reason for some journal entries or for some of the reclassifications. Currently the Comptroller is maintaining a file of properly documented journal entries.

Cause: We were unable to determine validity of all journal entries made by the City's finance department.

Effect: Journal entries posted to the general ledger without adequate supporting documentation increases the risk of financial statement misrepresentation and misstatements, and it can also distort budget to actual reporting.

Recommendation: We recommend that management continue to properly maintain a file for all journal entries made to the general ledger system, and that all journal entries have adequate supporting documentation to justify each entry.

2016-8: Pooled Cash Reconciliations

Criteria: Claims on pooled cash in funds should equal the amount that is available in the pooled cash account on the general ledger.

Condition: The claims on pooled cash accounts in the general fund and utility fund did not match the total pooled cash amount available on the general ledger.

Cause: Some adjustments had to be made to cash due to voided checks, improper recording of credit card transactions, improper general ledger coding, and corrections to outstanding checks listing.

Effect: Errors in cash postings could cause the financial statements to be misstated. It could also cause money to be misappropriated within departments.

Recommendation: We recommend that the City reconcile all claims on pooled cash accounts to the total available pooled cash on the general ledger.

SECTION 3 – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

We did not perform a single audit on expenditures of federal awards because the City did not exceed the \$750,000 threshold that would have required a single audit.

**AUDITEE CORRECTIVE ACTION PLAN/
SUMMARY OF PRIOR YEAR AUDIT FINDINGS**



**AUDITEE'S CORRECTIVE ACTION PLAN
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

SECTION II – FINANCIAL STATEMENT FINDINGS

Material Weaknesses

Finding 2016-1: Employee Termination or Resignation Controls

Corrective Action: The City will develop a better policy in the reporting of terminated employees and will monitor the hiring of related parties in the same department. The City's human resources and payroll departments will work with one another to develop a better policy to alleviate payroll collusion.

Significant Deficiencies

Finding 2016-2: Building Permits

Corrective Action: The Building Department will develop policies and procedures and utilize checklists to collect monies and ensure proper documentation is maintained. The departments will develop and implement checklists to ensure proper permitting has been conducted and will be reviewed to ensure policies are being followed. The City has developed a policy and procedures manual to help alleviate confusion on job duties for all departments.

Finding 2016-3: Court Fines and Related Assessments

Corrective Action: The Court Department currently has a process in place to collect fines and assessments, to review files, payment plan, etc. The City has developed a policy and procedures manual to help alleviate confusion on job duties for all departments. The Court Department has developed procedures which will aide in the processes to collect and report fines and assessments, review active files on a timely basis and to ensure all applicable documentation is included.

The City's Finance Department will work with the Court Department to develop a reconciliation to agree court fine revenue from the court software system to the general ledger accounting system on a monthly basis. The Court Department is also looking to upgrade their software, which will aide in reporting and collections.

Finding 2016-4: Business-type Activities--Utility Fund and Harbor Fund

Corrective Action: The City has developed a policies and procedures manual to help alleviate confusion on job duties for all departments. Monthly utility billing packets will be created including utility billing review, reporting (cut-offs, assessments, and adjustment) and deadlines. A review process has already been implemented with the comptroller.

Finding 2016-5: Payroll Recordkeeping and Reporting

Corrective Action: The Payroll Clerk will develop procedures to include the review, approval and submission of timecards prior to payroll processing. The policies will include the responsibilities of the department supervisors, timelines for submitting payments to taxing authorities, and review and reconciliation of time-off. The City has developed a policy and procedures manual to help alleviate confusion on job duties for all departments

The Payroll Clerk and Human Resources personnel will develop employee file documentation requirements to include I-9, W-4, background checks, change of pay records and other departmental or other essential employee records. Procedures will be developed to review employee files to ensure all documents are included and updated. Finance will also work with Payroll to ensure all payments to taxing authorities are accurate and remitted in a timely manner to thwart penalties.

Finding 2016-6: Fixed Assets Management

Corrective Action: The City currently maintains a fixed asset subsidiary listing through INCODE as well as an inventory listing including identification tags and location of assets. The Fixed Asset Clerk will work closely with the City Clerk to ensure assets are recorded and disposed of properly to include documentation and proper recording in minutes.

The Fixed Asset Clerk will continue to update the fixed asset sub-ledger as well as the inventory listing of assets purchased and disposed of as outlined in the Mississippi Municipal Fixed Assets Management Manual and perform an annual inventory.

Finding 2016-7: Journal Entries

Corrective Action: The Finance Department has implemented procedures whereby all journal entries must be reviewed and approved prior to being posted. Procedures will include the review of proper and adequate supporting documentation.

Finding 2016-8: Pooled Cash Reconciliations

Corrective Action: The Finance Department has developed procedures to ensure reconciliations are accurate and prepared and reviewed in a timely manner.



**SUMMARY OF PRIOR YEAR AUDIT FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

Finding

2015-7- Corrective action was taken.

2015-8- Corrective action was taken.

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BY: *Erma D. H.*
M/S 09-05-17

CITY OF BAY ST LOUIS
CASH BALANCES
9/3/2017

<u>FUND</u>	<u>DESCRIPTION</u>	<u>Before*</u>	<u>Docket</u>	<u>After</u>
001	GENERAL FUND OPERATING	\$ 135,419.95	\$ 66,334.17	\$ 69,085.78
001	MUN FIRE REBATE FUND & 1/4 MILL	\$ 79,567.70		\$ 79,567.70
005	MUNICIPAL RESERVE FUND	\$ 225,614.62		\$ 225,614.62
020	NARCOTICS TASK FORCE ACCT	\$ 4,424.22		\$ 4,424.22
200	DEBT SERVICE ACCOUNT	\$ 46,035.04	\$ 7,515.25	\$ 38,519.79
250	UTILITY BOND SINKING FUND (REFI IN 2014)	\$ 212,930.44		\$ 212,930.44
270	COUNTY ROAD & BRIDGE DEBT SERVICE	\$ 136,868.60		\$ 136,868.60
300	DOJ FUNDS	\$ 321,810.06		\$ 321,810.06
330	2016 ROAD CONSTRUCTION BOND	\$ 283,571.24		\$ 283,571.24
400	UTILITY FUND OPERATING	\$ 353,957.73	\$ 182,181.59	\$ 171,776.14
400	UTILITY CAPITAL AND MAINTENANCE	\$ 424,955.18		\$ 424,955.18
400	UTILITY METER DEPOSITS	\$ 336,370.26		\$ 336,370.26
400	UTILITY DEBT SERVICE	\$ 762.22		\$ 762.22
450	MUNICIPAL HARBOR FUND	\$ 150,085.48	\$ 61,682.36	\$ 88,403.12
450	MUNICIPAL HARBOR CAPITAL & MAINTENANCE	\$ 65,003.22		\$ 65,003.22
650	COMMUNITY HALL ACCOUNT	\$ 45,856.12	\$ 400.00	\$ 45,456.12
654	UNEMPLOYMENT REVOLVING FUND	\$ 45,910.79		\$ 45,910.79
100	KATRINA LONG TERM RECOVERY (FEMA)	\$ 384.76		\$ 384.76
115	KATRINA SUPPLEMENTAL CDBG ACCOUNT	\$ 1,364.28		\$ 1,364.28
TOTAL ALL FUNDS:		\$ 2,870,891.91	\$ 318,113.37	\$ 2,552,778.54

* General Fund includes transfers in for 3 September payrolls from Utility-400 and Harbor-450 funds

Exhibit "E"
September 5, 2017



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BY: *Let* *hand del-*
mtg 9-5-17 *Jerry B for SO*

September 1, 2017

CERTIFICATION

I certify that funds are available and make the recommendation to approve and pay the following claims dockets:

- Claims Docket 09/05/2017_16-059 - \$318,113.37
- Utility Refund Check Register 09/05/2017_16-060 - \$839.11
- Utility Refund Check Register 09/05/2017_16-061 - \$611.89

Sissy Gonzales
City Clerk
City of Bay St. Louis

Exhibit "F"
September 5, 2017

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1377	DESALVO, JOSHUA M	SAL -1	SAL PAY	001-100-400-000	PAYROLL	EMPLOYEE TOTAL			646.16
1339	GARCIA, LINDA D	R -1	REGULAR PAY	001-100-400-000	PAYROLL	EMPLOYEE TOTAL	13.40	70.75	948.05
		SCK -1	SICK PAY	001-100-400-000	PAYROLL	EMPLOYEE TOTAL	13.40	9.25	123.95
						EMPLOYEE TOTAL		80.00	1,072.00
1375	HOFFMAN IV, EUGENE J	SAL -1	SAL PAY	001-100-400-000	PAYROLL	EMPLOYEE TOTAL			646.16
1374	KNOBLOCK, GARY E	SAL -1	SAL PAY	001-100-400-000	PAYROLL	EMPLOYEE TOTAL			646.16
1039	REED, JEFFREY J	SAL -1	SAL PAY	001-100-400-000	PAYROLL	EMPLOYEE TOTAL			646.16
1038	SEAL, JR, PHILLIP DOUG	SAL -1	SAL PAY	001-100-400-000	PAYROLL	EMPLOYEE TOTAL			692.31
1376	SMITH JR, LARRY J	SAL -1	SAL PAY	001-100-400-000	PAYROLL	EMPLOYEE TOTAL			646.16
1326	TILLEY, LISA C	R -1	REGULAR PAY	001-100-400-000	PAYROLL	EMPLOYEE TOTAL	16.50	80.00	1,320.00
		OT -1-1	OVERTIME	001-100-401-000	OVERTIME PAYROLL	EMPLOYEE TOTAL	24.75	0.75	18.56
						EMPLOYEE TOTAL		80.75	1,338.56
1147	ZIMMERMAN JR, WILLIAM BSAL	-1	SAL PAY	001-100-400-000	PAYROLL	EMPLOYEE TOTAL			605.21

DEPARTMENT TOTALS		
TYPE	HOURS	AMOUNT
OVERTIME	0.75	18.56
REGULAR PAY	150.75	2,268.05
SALARY PAY		4,528.32
SICK PAY	9.25	123.95
** TOTALS **	160.75	6,938.88

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BY: let City Hall
Box
9-5-17

Exhibit "G"
September 5, 2017

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1053	BREMER, MARY ANN	R -1	REGULAR PAY	001-102-400-000	PAYROLL		14.58	79.50	1,159.11
		OT -1-1	OVERTIME	001-102-401-000	OVERTIME PAYROLL		21.87	0.50	10.94
					EMPLOYEE TOTAL			80.00	1,170.05
1022	COMPRETTA, J P	SAL -1	SAL PAY	001-102-400-000	PAYROLL				1,000.00
					EMPLOYEE TOTAL				1,000.00
1319	MAGGIO, STEPHEN J	SAL -1	SAL PAY	001-102-400-000	PAYROLL				1,000.00
					EMPLOYEE TOTAL				1,000.00
1011	SHEPPARD, CLEMENTINE T	R -1	REGULAR PAY	001-102-400-000	PAYROLL		18.50	64.75	1,197.88
		OT -1-1	OVERTIME	001-102-401-000	OVERTIME PAYROLL		27.75	1.50	41.63
		VAC -1	VAC PAY	001-102-400-000	PAYROLL		18.50	11.75	217.38
		PRSL -1	PRSNL LEAVE	001-102-400-000	PAYROLL		18.50	3.50	64.75
					EMPLOYEE TOTAL			81.50	1,521.64
1350	SMITH, RACHAEL A	R -1	REGULAR PAY	001-102-400-000	PAYROLL		10.00	74.50	745.00
		SCK -1	SICK PAY	001-102-400-000	PAYROLL		10.00	5.50	55.00
					EMPLOYEE TOTAL			80.00	800.00

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	2.00	52.57
PERSONAL LEAVE	3.50	64.75
REGULAR PAY	218.75	3,101.99
SALARY PAY		2,000.00
SICK PAY	5.50	55.00
VACATION PAY	11.75	217.38
** TOTALS **	241.50	5,491.69

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EMP#	NAME	CODE	DESCRIPTION	G/L	ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1010	FAIRCONEETUE, PAULA C	R -1	REGULAR PAY	001-120-400-000	PAYROLL			21.50	78.25	1,682.38
		PRSL -1	PRSNL LEAVE	001-120-400-000	PAYROLL			21.50	1.00	21.50
		SCK -1	SICK PAY	001-120-400-000	PAYROLL			21.50	0.75	16.13
						EMPLOYEE TOTAL			80.00	1,720.01
1219	FAVRE, JAMIE E	R -1	REGULAR PAY	001-120-400-000	PAYROLL			13.58	79.50	1,079.61
		CT -1	COMP TAKEN	001-120-400-000				13.58	0.50	6.79
		CE -1	COMP EARNED	-					0.95	0.00
						EMPLOYEE TOTAL			80.95	1,086.40
1299	FAVRE, MICHAEL J	SAL -1	SAL PAY	001-120-400-000	PAYROLL					3,091.38
						EMPLOYEE TOTAL				3,091.38
1244	FEUERSTEIN, DANA M	R -1	REGULAR PAY	001-120-400-000	PAYROLL			14.08	79.25	1,115.84
		OT -1-1	OVERTIME	001-120-401-000	OVERTIME PAYROLL			21.12	0.25	5.28
		SCK -1	SICK PAY	001-120-400-000	PAYROLL			14.08	0.75	10.56
						EMPLOYEE TOTAL			80.25	1,131.68
1341	GONZALES, DOLLY H	SAL -1	SAL PAY	001-120-400-000	PAYROLL					2,500.00
						EMPLOYEE TOTAL				2,500.00
1322	JACOBI, LOUIS S	R -1	REGULAR PAY	001-120-400-000	PAYROLL			15.50	38.50	596.75
						EMPLOYEE TOTAL			38.50	596.75
1005	MCKAY JR, AUGUST CHARLESAL	-1	SAL PAY	001-120-400-000	PAYROLL					2,086.15
						EMPLOYEE TOTAL				2,086.15
1334	SINGLETON, CAROL F	R -1	REGULAR PAY	001-120-400-000	PAYROLL			10.50	40.75	427.88
						EMPLOYEE TOTAL			40.75	427.88
1357	THOMPSON, CAITLIN M	R -1	REGULAR PAY	001-120-400-000	PAYROLL			10.00	70.75	707.50
		PRSL -1	PRSNL LEAVE	001-120-400-000	PAYROLL			10.00	9.25	92.50
						EMPLOYEE TOTAL			80.00	800.00
1093	TICE, VIOLET PATRICIA DR	-1	REGULAR PAY	001-120-400-000	PAYROLL			19.60	77.00	1,509.20
		CT -1	COMP TAKEN	001-120-400-000				19.60	3.00	58.80
						EMPLOYEE TOTAL			80.00	1,568.00

DEPARTMENT TOTALS		
TYPE	HOURS	AMOUNT
COMP TIME EARNED	0.95	0.00
COMP TIME TAKEN	3.50	65.59
OVERTIME	0.25	5.28
PERSONAL LEAVE	10.25	114.00
REGULAR PAY	464.00	7,119.16
SALARY PAY		7,677.53
SICK PAY	1.50	26.69

DEPARTMENT TOTALS		
TYPE	HOURS	AMOUNT

** TOTALS **	480.45	15,008.25

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EMP#	-----NAME-----	CODE	DESCRIPTION	-----G/L ACCOUNT-----	TYPE	BATCH	RATE	HOURS	AMOUNT
1263	BEAUGEZ, GERALD J	R -1	REGULAR PAY	001-150-400-000	PAYROLL		19.00	77.25	1,467.75
						EMPLOYEE TOTAL		77.25	1,467.75
1052	BLACK, CHARLENE MARIE	R -1	REGULAR PAY	001-150-400-000	PAYROLL		19.35	80.00	1,548.00
		OT -1-1	OVERTIME	001-150-401-000	OVERTIME PAYROLL		29.02	8.75	253.97
						EMPLOYEE TOTAL		88.75	1,801.97
1050	KIHNEWMAN, SUSAN T	R -1	REGULAR PAY	001-150-400-000	PAYROLL		12.08	73.00	881.84
		SCK -1	SICK PAY	001-150-400-000	PAYROLL		12.08	7.00	84.56
						EMPLOYEE TOTAL		80.00	966.40
1045	MCCONNELL, THOMAS H	R -1	REGULAR PAY	001-150-400-000	PAYROLL		20.19	80.00	1,615.20
		OT -1-1	OVERTIME	001-150-401-000	OVERTIME PAYROLL		30.28	4.75	143.85
						EMPLOYEE TOTAL		84.75	1,759.05
1228	OLIVER, CHARLES R	SCK -1	SICK PAY	001-150-400-000	PAYROLL		22.71	80.00	1,816.96
						EMPLOYEE TOTAL		80.00	1,816.96

DEPARTMENT TOTALS		
TYPE	HOURS	AMOUNT
OVERTIME	13.50	397.82
REGULAR PAY	310.25	5,512.79
SICK PAY	87.00	1,901.52
** TOTALS **	410.75	7,812.13

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EMP#	NAME	CODE	DESCRIPTION	G/L	ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1085	ARMENTROUT, SCOTT A	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		15.17	86.00	1,304.62
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			22.75	18.50	420.97
						EMPLOYEE TOTAL			104.50	1,725.59
1090	ARNOLD, JAMES ANTHONY	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		17.07	86.00	1,468.02
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			25.60	11.00	281.66
						EMPLOYEE TOTAL			97.00	1,749.68
1371	ARNSBERGER, ERIC R	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		15.02	85.00	1,276.70
						EMPLOYEE TOTAL			85.00	1,276.70
1146	AVERHART, PEGGY L	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		14.00	50.50	707.00
						EMPLOYEE TOTAL			50.50	707.00
1043	BLAPPERT, DIANE S	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		16.00	72.00	1,152.00
		SCK -1	SICK PAY	001-200-400-000	PAYROLL			16.00	8.00	128.00
						EMPLOYEE TOTAL			80.00	1,280.00
1378	BOWDEN, BENJAMIN A	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		15.02	86.00	1,291.72
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			22.53	30.50	687.17
						EMPLOYEE TOTAL			116.50	1,978.89
1059	BRADY, TAMMY L	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		14.73	27.00	397.71
		VAC -1	VAC PAY	001-200-400-000	PAYROLL			14.73	53.00	780.69
						EMPLOYEE TOTAL			80.00	1,178.40
1363	CANASKI, CHRISTOPHER C	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		16.00	79.00	1,264.00
		SCK -1	SICK PAY	001-200-400-000	PAYROLL			16.00	5.00	80.00
						EMPLOYEE TOTAL			84.00	1,344.00
1368	COUSINS, CHRISTOPHER D	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		15.02	84.00	1,261.68
						EMPLOYEE TOTAL			84.00	1,261.68
1352	CRAIG, KYLE N	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		15.02	64.00	961.28
		CT -1	COMP TAKEN	001-200-400-000				15.02	20.00	300.40
						EMPLOYEE TOTAL			84.00	1,261.68
1333	EAGAN III, FREDERICK L	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		15.02	75.50	1,134.01
		SCK -1	SICK PAY	001-200-400-000	PAYROLL			15.02	8.50	127.67
						EMPLOYEE TOTAL			84.00	1,261.68
1358	FREEMAN, DAREN T	SAL -1	SAL PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL				2,201.54
						EMPLOYEE TOTAL				2,201.54
1080	GAILLOT, KEVEN RENE	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		15.02	60.00	901.20
		VAC -1	VAC PAY	001-200-400-000	PAYROLL			15.02	24.00	360.48
						EMPLOYEE TOTAL			84.00	1,261.68
1100	GARBER, TAMMY	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		14.00	69.00	966.00
		SCK -1	SICK PAY	001-200-400-000	PAYROLL			14.00	11.00	154.00
						EMPLOYEE TOTAL			80.00	1,120.00

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1202	GRAY, DONALD R	R -1	REGULAR PAY	001-200-400-000	PAYROLL		18.88	86.00	1,623.68
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME	PAYROLL	28.32	36.50	1,033.68
		VAC -1	VAC PAY	001-200-400-000	PAYROLL		18.88	158.30	2,988.70
		PRSL -1	PRSNL LEAVE	001-200-400-000	PAYROLL		18.88	82.40	1,555.71
		CT -1	COMP TAKEN	001-200-400-000	PAYROLL		18.88	97.88	1,847.97
					EMPLOYEE TOTAL			461.08	9,049.74
1337	HART, DAVID D	R -1	REGULAR PAY	001-200-400-000	PAYROLL		15.02	86.00	1,291.72
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME	PAYROLL	22.53	32.00	720.96
					EMPLOYEE TOTAL			118.00	2,012.68
1065	HENDRIX, JEFFREY B	R -1	REGULAR PAY	001-200-400-000	PAYROLL		18.88	86.00	1,623.68
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME	PAYROLL	28.32	1.00	28.32
					EMPLOYEE TOTAL			87.00	1,652.00
1221	HOPKINS, MATTHEW A	SCK -1	SICK PAY	001-200-400-000	PAYROLL		17.07	72.00	1,229.04
		MIL -1	MILITARY LVE	001-200-400-000	PAYROLL		17.07	12.00	204.84
					EMPLOYEE TOTAL			84.00	1,433.88
1359	ISSMAN, MATTHEW L	R -1	REGULAR PAY	001-200-400-000	PAYROLL		17.07	40.00	682.80
					EMPLOYEE TOTAL			40.00	682.80
1369	KIRSCH, KARL J	R -1	REGULAR PAY	001-200-400-000	PAYROLL		15.02	84.00	1,261.68
					EMPLOYEE TOTAL			84.00	1,261.68
1367	LONG, KRISTIE M	R -1	REGULAR PAY	001-200-400-000	PAYROLL		15.02	86.00	1,291.72
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME	PAYROLL	22.53	19.00	428.07
					EMPLOYEE TOTAL			105.00	1,719.79
1060	MAYLEY, WESTON C	R -1	REGULAR PAY	001-200-400-000	PAYROLL		20.12	63.00	1,267.56
		VAC -1	VAC PAY	001-200-400-000	PAYROLL		20.12	21.00	422.52
					EMPLOYEE TOTAL			84.00	1,690.08
1324	MCQUEEN, CALEB W	R -1	REGULAR PAY	001-200-400-000	PAYROLL		16.00	86.00	1,376.00
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME	PAYROLL	24.00	1.50	36.00
					EMPLOYEE TOTAL			87.50	1,412.00
1058	MITCHELL, JOHN E	R -1	REGULAR PAY	001-200-400-000	PAYROLL		17.21	59.50	1,024.00
		SCK -1	SICK PAY	001-200-400-000	PAYROLL		17.21	24.50	421.65
					EMPLOYEE TOTAL			84.00	1,445.65
1227	MURPHY, DYLAN K	R -1	REGULAR PAY	001-200-400-000	PAYROLL		17.07	85.50	1,459.49
					EMPLOYEE TOTAL			85.50	1,459.49
1041	NECAISE, DORTY J	R -1	REGULAR PAY	001-200-400-000	PAYROLL		13.48	80.00	1,078.40
					EMPLOYEE TOTAL			80.00	1,078.40
1323	NELSON, JOHN E	R -1	REGULAR PAY	001-200-400-000	PAYROLL		15.02	78.00	1,171.56
		SCK -1	SICK PAY	001-200-400-000	PAYROLL		15.02	6.00	90.12
					EMPLOYEE TOTAL			84.00	1,261.68

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1068	PHILLIPS, PUSH A	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL	18.88	84.00	1,585.92
1309	REYNOLDS, RICKY D	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL	15.17	86.00	1,304.62
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL	EMPLOYEE TOTAL	22.75	16.00	364.08
								102.00	1,668.70
1332	SCRUGGS, JAMIE M	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL	15.02	72.00	1,081.44
		VAC -1	VAC PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL	15.02	12.00	180.24
								84.00	1,261.68
1234	STANTON, NATHANIEL A	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL	17.07	86.00	1,468.02
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL	EMPLOYEE TOTAL	25.60	7.00	179.24
								93.00	1,647.26
1066	TAYLOR, ERNEST L	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL	14.06	37.00	520.22
								37.00	520.22
1196	TAYLOR, PAUL STEWART	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL	17.07	86.00	1,468.02
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL	EMPLOYEE TOTAL	25.60	2.00	51.21
								88.00	1,519.23
1338	TAYLOR, JR, ERNEST L	R -1	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL	16.00	86.00	1,376.00
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL	EMPLOYEE TOTAL	24.00	15.00	360.00
								101.00	1,736.00

DEPARTMENT TOTALS		
TYPE	HOURS	AMOUNT
COMP TIME TAKEN	117.88	2,148.37
MILITARY LEAVE	12.00	204.84
OVERTIME	190.00	4,591.36
PERSONAL LEAVE	82.40	1,555.71
REGULAR PAY	2,381.00	38,042.47
SALARY PAY		2,201.54
STICK PAY	135.00	2,230.48
VACATION PAY	268.30	4,732.63
** TOTALS **	3,186.58	55,707.40

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EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1099	ARMENTA SR, BRIAN	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		12.20	106.00	1,293.20
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL		18.30	14.00	256.20
					EMPLOYEE TOTAL			120.00	1,549.40
1220	AVERY, RONALD D	SAL	-1 SAL PAY	001-260-400-000	PAYROLL				1,826.04
					EMPLOYEE TOTAL				1,826.04
1314	BELL, JOSHUA L	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		10.50	96.00	1,008.00
					EMPLOYEE TOTAL			96.00	1,008.00
1269	BURCHETT, TIMOTHY M	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		9.15	48.00	439.20
					EMPLOYEE TOTAL			48.00	439.20
1230	CATALANO JR, GARY J	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		12.20	106.00	1,293.20
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL		18.30	14.00	256.20
					EMPLOYEE TOTAL			120.00	1,549.40
1313	CLARK, AUSTIN T	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		10.50	106.00	1,113.00
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL		15.75	14.00	220.50
					EMPLOYEE TOTAL			120.00	1,333.50
1316	ELZY, DERRION L	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		10.50	106.00	1,113.00
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL		15.75	38.00	598.50
					EMPLOYEE TOTAL			144.00	1,711.50
1103	FARVE, III, JOHN L	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		12.20	96.00	1,171.20
					EMPLOYEE TOTAL			96.00	1,171.20
1257	GARBER, JEFFREY B	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		11.69	106.00	1,239.14
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL		17.53	14.00	245.49
					EMPLOYEE TOTAL			120.00	1,484.63
1320	GLIDDEN, JOHN A	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		10.50	106.00	1,113.00
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL		15.75	14.00	220.50
					EMPLOYEE TOTAL			120.00	1,333.50
1104	GNAU, RACHEL E	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		11.69	96.00	1,122.24
					EMPLOYEE TOTAL			96.00	1,122.24
1328	GUITTREAU, MICHAEL J	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		10.50	106.00	1,113.00
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL		15.75	14.00	220.50
					EMPLOYEE TOTAL			120.00	1,333.50
1258	HARDMAN, MATTHEW B	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		11.69	106.00	1,239.14
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL		17.53	14.00	245.49
					EMPLOYEE TOTAL			120.00	1,484.63
1361	HOFFMAN II, WAYNE J	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		10.00	100.00	1,000.00
		SCK	-1 SICK PAY	001-260-400-000	PAYROLL		10.00	20.00	200.00
					EMPLOYEE TOTAL			120.00	1,200.00

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1346	LABAT, ROBERT B	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		10.50	106.00	1,113.00
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL		15.75	14.00	220.50
					EMPLOYEE TOTAL			120.00	1,333.50
1340	LOUSTALOT III, NORMAN JR	-1	REGULAR PAY	001-260-400-000	PAYROLL		9.15	24.00	219.60
					EMPLOYEE TOTAL			24.00	219.60
1303	MAURICE JR, GARY T	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		10.50	106.00	1,113.00
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL		15.75	14.00	220.50
					EMPLOYEE TOTAL			120.00	1,333.50
1107	STEFANO, DAVID D	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		11.69	106.00	1,239.14
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL		17.53	14.00	245.49
					EMPLOYEE TOTAL			120.00	1,484.63
1110	STRONG, MONTY E	SAL	-1 SAL PAY	001-260-400-000	PAYROLL				2,163.08
					EMPLOYEE TOTAL				2,163.08
1355	TORRES, ADAM C	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		10.50	96.00	1,008.00
					EMPLOYEE TOTAL			96.00	1,008.00
1360	WOODS, JUSTIN A	R	-1 REGULAR PAY	001-260-400-000	PAYROLL		10.50	96.00	1,008.00
					EMPLOYEE TOTAL			96.00	1,008.00

DEPARTMENT TOTALS		
TYPE	HOURS	AMOUNT
OVERTIME	178.00	2,949.87
REGULAR PAY	1,818.00	19,958.06
SALARY PAY		3,989.12
SICK PAY	20.00	200.00
** TOTALS **	2,016.00	27,097.05

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EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1362	ANDERSON, BRANDON P	R -1	REGULAR PAY	001-300-400-000	PAYROLL		9.00	72.00	648.00
		PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		9.00	5.00	45.00
					EMPLOYEE TOTAL			77.00	693.00
1321	CHIASSON, SR, JASON P	R -1	REGULAR PAY	001-300-400-000	PAYROLL		14.50	80.00	1,160.00
					EMPLOYEE TOTAL			80.00	1,160.00
1266	DUVERNAY, ROBERT A	R -1	REGULAR PAY	001-300-400-000	PAYROLL		12.44	72.00	895.68
		OT -1-1	OVERTIME	001-300-401-000	OVERTIME PAYROLL		18.66	0.25	4.67
		SCK -1	SICK PAY	001-300-400-000	PAYROLL		12.44	8.00	99.52
					EMPLOYEE TOTAL			80.25	999.87
1004	ELLIOTT, CINDY B	R -1	REGULAR PAY	001-300-400-000	PAYROLL		11.90	75.75	901.43
		OT -1-1	OVERTIME	001-300-401-000	OVERTIME PAYROLL		17.85	0.25	4.46
		PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		11.90	1.75	20.83
		SCK -1	SICK PAY	001-300-400-000	PAYROLL		11.90	2.50	29.75
					EMPLOYEE TOTAL			80.25	956.47
1174	FAVRE, KIM P	SAL -1	SAL PAY	001-300-400-000	PAYROLL				2,078.47
					EMPLOYEE TOTAL				2,078.47
1373	FAYE, JOSEPH H	R -1	REGULAR PAY	001-300-400-000	PAYROLL		11.00	80.00	880.00
					EMPLOYEE TOTAL			80.00	880.00
1353	JOHNSON, SANDRA R	R -1	REGULAR PAY	001-300-400-000	PAYROLL		12.50	80.00	1,000.00
					EMPLOYEE TOTAL			80.00	1,000.00
1364	LADNER, COLIN R	R -1	REGULAR PAY	001-300-400-000	PAYROLL		9.50	0.75	7.13
					EMPLOYEE TOTAL			0.75	7.13
1164	LADNER, MARK H	R -1	REGULAR PAY	001-300-400-000	PAYROLL		11.00	12.00	132.00
					EMPLOYEE TOTAL			12.00	132.00
1148	LOIACANO, JAMES D	SAL -1	SAL PAY	001-300-400-000	PAYROLL		22.71	4.00	1,726.07
		VAC -1	VAC PAY	001-300-400-000	PAYROLL			4.00	90.85
					EMPLOYEE TOTAL			4.00	1,816.92
1372	MATHENY, CHARLES L	R -1	REGULAR PAY	001-300-400-000	PAYROLL		12.00	72.00	864.00
		PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		12.00	6.00	72.00
					EMPLOYEE TOTAL			78.00	936.00
1253	MAURICE, GARY T	R -1	REGULAR PAY	001-300-400-000	PAYROLL		18.50	64.50	1,193.25
		VAC -1	VAC PAY	001-300-400-000	PAYROLL		18.50	3.00	55.50
		PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		18.50	1.50	27.75
		SCK -1	SICK PAY	001-300-400-000	PAYROLL		18.50	1.50	27.75
					EMPLOYEE TOTAL			70.50	1,304.25
1150	MCCARDLE, SAMUEL C	R -1	REGULAR PAY	001-300-400-000	PAYROLL		14.48	71.00	1,028.08
		PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		14.48	8.00	115.84
					EMPLOYEE TOTAL			79.00	1,143.92

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1154	MCKAY, JAMIE	R -1	REGULAR PAY	001-300-400-000	PAYROLL		15.50	72.00	1,116.00
		PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		15.50	6.50	100.75
					EMPLOYEE TOTAL			78.50	1,216.75
1342	MEER, GEORGE R	R -1	REGULAR PAY	001-300-400-000	PAYROLL		9.50	80.00	760.00
		OT -1-1	OVERTIME	001-300-401-000	OVERTIME PAYROLL		14.25	3.25	46.31
					EMPLOYEE TOTAL			83.25	806.31
1331	PIAZZA, ASHLEY J	R -1	REGULAR PAY	001-300-400-000	PAYROLL		12.44	76.00	945.44
		PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		12.44	4.00	49.76
					EMPLOYEE TOTAL			80.00	995.20
1213	POWELL, THOMAS J	R -1	REGULAR PAY	001-300-400-000	PAYROLL		12.00	50.25	603.00
		VAC -1	VAC PAY	001-300-400-000	PAYROLL		12.00	9.75	117.00
		SCK -1	STICK PAY	001-300-400-000	PAYROLL		12.00	20.00	240.00
					EMPLOYEE TOTAL			80.00	960.00
1240	RABOTEAU, WENDELL A	R -1	REGULAR PAY	001-300-400-000	PAYROLL		14.58	64.75	944.06
		VAC -1	VAC PAY	001-300-400-000	PAYROLL		14.58	4.00	58.32
					EMPLOYEE TOTAL			68.75	1,002.38
1329	RAMSEY, DAJON L	R -1	REGULAR PAY	001-300-400-000	PAYROLL		9.00	72.00	648.00
		PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		9.00	8.00	72.00
					EMPLOYEE TOTAL			80.00	720.00
1214	RICHARDSON, CORY M	R -1	REGULAR PAY	001-300-400-000	PAYROLL		12.08	80.00	966.40
					EMPLOYEE TOTAL			80.00	966.40
1205	STOREY, CHARLES E	R -1	REGULAR PAY	001-300-400-000	PAYROLL		13.44	76.50	1,028.16
		VAC -1	VAC PAY	001-300-400-000	PAYROLL		13.44	2.00	26.88
		PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		13.44	1.50	20.16
					EMPLOYEE TOTAL			80.00	1,075.20
1155	SWANTER, MITCHELL J	R -1	REGULAR PAY	001-300-400-000	PAYROLL		14.50	80.00	1,160.00
					EMPLOYEE TOTAL			80.00	1,160.00
1276	TAYLOR, DONNELL	R -1	REGULAR PAY	001-300-400-000	PAYROLL		10.00	80.00	800.00
					EMPLOYEE TOTAL			80.00	800.00
1161	THOMAS, ARCHIE	R -1	REGULAR PAY	001-300-400-000	PAYROLL		12.44	40.00	497.60
		VAC -1	VAC PAY	001-300-400-000	PAYROLL		12.44	40.00	497.60
					EMPLOYEE TOTAL			80.00	995.20
1231	WASHINGTON, THELMA W	R -1	REGULAR PAY	001-300-400-000	PAYROLL		11.00	80.00	880.00
					EMPLOYEE TOTAL			80.00	880.00

DEPARTMENT TOTALS		
TYPE	HOURS	AMOUNT
OVERTIME	3.75	55.44
PERSONAL LEAVE	42.25	524.09
REGULAR PAY	1,531.50	19,058.23
SALARY PAY		3,804.54
SICK PAY	32.00	397.02
VACATION PAY	62.75	846.15
** TOTALS **	1,672.25	24,685.47

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EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1145	BREAUX, CANDEL L	R -1	REGULAR PAY	400-120-400-000	PAYROLL		16.08	66.60	1,070.93
		VAC -1	VAC PAY	400-120-400-000	PAYROLL		16.08	1.75	28.14
		CT -1	COMP TAKEN	400-120-400-000			16.08	11.65	187.33
		CE -1	COMP EARNED					1.10	0.00
EMPLOYEE TOTAL								81.10	1,286.40
1137	STEWART, KATIE L	R -1	REGULAR PAY	400-120-400-000	PAYROLL		16.08	72.12	1,159.69
		VAC -1	VAC PAY	400-120-400-000	PAYROLL		16.08	6.25	100.50
		CT -1	COMP TAKEN	400-120-400-000			16.08	1.63	26.21
		CE -1	COMP EARNED					0.95	0.00
EMPLOYEE TOTAL								80.95	1,286.40

DEPARTMENT TOTALS			
TYPE	HOURS	AMOUNT	
COMP TIME EARNED	2.05	0.00	
COMP TIME TAKEN	13.28	213.54	
REGULAR PAY	138.72	2,230.62	
VACATION PAY	8.00	128.64	
** TOTALS **	162.05	2,572.80	

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EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1074	CAUGHLIN, DUANE P	R -1	REGULAR PAY	450-120-400-000	PAYROLL		16.80	67.50	1,134.00
		PRSL -1	PRSNL LEAVE	450-120-400-000	PAYROLL		16.80	12.50	210.00
					EMPLOYEE TOTAL			80.00	1,344.00
1210	FORSTALL, STEPHEN P	R -1	REGULAR PAY	450-120-400-000	PAYROLL		13.08	66.50	869.82
					EMPLOYEE TOTAL			66.50	869.82
1310	FORTIN, CHARLES P	SAL -1	SAL PAY	450-120-400-000	PAYROLL				1,730.77
					EMPLOYEE TOTAL				1,730.77
1285	MOSSEY, JOSHUA M	R -1	REGULAR PAY	450-120-400-000	PAYROLL		14.06	79.50	1,117.77
					EMPLOYEE TOTAL			79.50	1,117.77
1351	WHITE, DEREK J	R -1	REGULAR PAY	450-120-400-000	PAYROLL		12.50	79.50	993.75
		OT -1-1	OVERTIME	450-120-401-000	OVERTIME PAYROLL		18.75	8.50	159.38
					EMPLOYEE TOTAL			88.00	1,153.13

DEPARTMENT TOTALS		
TYPE	HOURS	AMOUNT
OVERTIME	8.50	159.38
PERSONAL LEAVE	12.50	210.00
REGULAR PAY	293.00	4,115.34
SALARY PAY		1,730.77
** TOTALS **	314.00	6,215.49

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MP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
295	CONWAY, JR, QUENTIN J	R	-1 REGULAR PAY	400-700-400-000	PAYROLL		13.00	80.00	1,040.00
		OT	-1-1 OVERTIME	400-700-401-000	OVERTIME		19.50	11.50	224.25
					EMPLOYEE TOTAL			91.50	1,264.25
138	KELLEY JR, CARLTON E	R	-1 REGULAR PAY	400-700-400-000	PAYROLL		15.21	80.00	1,216.80
		OT	-1-1 OVERTIME	400-700-401-000	OVERTIME		22.81	0.25	5.70
					EMPLOYEE TOTAL			80.25	1,222.50
176	ORTIZ, JERALDO	SAL	-1 SAL PAY	400-700-400-000	PAYROLL				1,963.08
					EMPLOYEE TOTAL				1,963.08
178	SAUCIER, HENRI C	R	-1 REGULAR PAY	400-700-400-000	PAYROLL		20.38	80.00	1,630.40
		OT	-1-1 OVERTIME	400-700-401-000	OVERTIME		30.57	10.75	328.63
					EMPLOYEE TOTAL			90.75	1,959.03
180	SUMMERS, CARL D	R	-1 REGULAR PAY	400-700-400-000	PAYROLL		16.14	80.00	1,291.20
		OT	-1-1 OVERTIME	400-700-401-000	OVERTIME		24.21	5.50	133.16
					EMPLOYEE TOTAL			85.50	1,424.36
175	THOMS, STEPHEN D	R	-1 REGULAR PAY	400-700-400-000	PAYROLL		16.50	72.00	1,188.00
		VAC	-1 VAC PAY	400-700-400-000	PAYROLL		16.50	4.00	66.00
		SCK	-1 SICK PAY	400-700-400-000	PAYROLL		16.50	4.00	66.00
					EMPLOYEE TOTAL			80.00	1,320.00

DEPARTMENT TOTALS		
TYPE	HOURS	AMOUNT
OVERTIME	28.00	691.74
REGULAR PAY	392.00	6,366.40
SALARY PAY		1,963.08
SICK PAY	4.00	66.00
VACATION PAY	4.00	66.00
** TOTALS **	428.00	9,153.22

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*** END OF REPORT ***

REPORT GRAND TOTALS		
TYPE	HOURS	AMOUNT
COMP TIME EARNED	3.00	0.00
COMP TIME TAKEN	134.66	2,427.50
MILITARY LEAVE	12.00	204.84
OVERTIME	424.75	8,922.02
PERSONAL LEAVE	150.90	2,468.55
REGULAR PAY	7,697.97	107,773.11
SALARY PAY		27,894.90
SICK PAY	294.25	5,000.66
VACATION PAY	354.80	5,990.80
** TOTALS **	9,072.33	160,682.38

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1182	BURCH, MARY A	R	REGULAR PAY	001-120-400-000	PAYROLL		16.98	76.50	1,298.97
		OT	OVERTIME	001-120-401-000	OVERTIME PAYROLL		25.47	0.75	19.10
		VAC	VAC PAY	001-120-400-000	PAYROLL		16.98	3.50	59.43
EMPLOYEE TOTAL								80.75	1,377.50

DEPARTMENT TOTALS		
TYPE	HOURS	AMOUNT
OVERTIME	0.75	19.10
REGULAR PAY	76.50	1,298.97
VACATION PAY	3.50	59.43
** TOTALS **	80.75	1,377.50

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msg 9-5-17

Exhibit "H"
September 5, 2017

REPORT GRAND TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	0.75	19.10
REGULAR PAY	76.50	1,298.97
VACATION PAY	3.50	59.43
** TOTALS **	80.75	1,377.50

** END OF REPORT **

*** END OF REPORT ***

REPORT GRAND TOTALS		
TYPE	HOURS	AMOUNT
OVERTIME	0.75	19.10
REGULAR PAY	76.50	1,298.97
VACATION PAY	3.50	59.43
** TOTALS **	80.75	1,377.50

PAYROLL NO#: 01 CITY OF BAY ST. L
BATCH: ALL BATCHES

DEPT: 001-120

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE BATCH	RATE	HOURS	AMOUNT
1182	BURCH, MARY A	R -1	REGULAR PAY	001-120-400-000	PAYROLL	16.98	76.50	1,298.97
		OT -1-1	OVERTIME	001-120-401-000	OVERTIME PAYROLL	25.47	0.75	19.10
		VAC -1	VAC PAY	001-120-400-000	PAYROLL	16.98	3.50	59.43
EMPLOYEE TOTAL							80.75	1,377.50

DEPARTMENT TOTALS			
TYPE	HOURS	AMOUNT	
OVERTIME	0.75	19.10	
REGULAR PAY	76.50	1,298.97	
VACATION PAY	3.50	59.43	
** TOTALS **	80.75	1,377.50	

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CITY OF BAY ST. LOUIS_COUNCIL DOCKET_9/05/2017_16-059

PAGE 1

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
7991	AIRGAS	7/31/2017	CYLINDER RENTAL	UTILITY FUND	UTILITY OPERATIONS	\$ 193.71
					TOTAL:	\$ 193.71
7956	AT&T	8/13/2017	228 M69-7896 896_08/13/2017	GENERAL FUND	ADMINISTRATION	\$ 2,058.63
7956		8/13/2017	228 M69-7896 896_08/13/2017	UTILITY FUND	ADMINISTRATION	\$ 424.00
					TOTAL:	\$ 2,482.63
8007	B&J PIT STOP	8/3/2017	AIR FILTER UNIT 037	GENERAL FUND	POLICE	\$ 15.95
8008		8/12/2017	OIL CHANGE UNIT 302	GENERAL FUND	POLICE	\$ 59.95
8009		8/22/2017	OIL CHANGE UNIT 875	GENERAL FUND	POLICE	\$ 52.00
					TOTAL:	\$ 127.90
7935	BANCORPSOUTH EQUIPMENT FINANCE	8/21/2017	002-0070703-003 KUBOTA M9960	DEBT SERVICE FUND	DEBT SERVICE	\$ 1,139.67
7936		8/21/2017	002-0070703-002 JOHN DEERE	DEBT SERVICE FUND	DEBT SERVICE	\$ 1,441.27
					TOTAL:	\$ 2,580.94
8049	BARNEY'S POLICE SUPPLIES	6/28/2017	NEW HIRE UNIFORM	GENERAL FUND	POLICE	\$ 43.66
8048		4/24/2017	BADGE HOLDER	GENERAL FUND	POLICE	\$ 17.99
8046		5/5/2017	COLLAR BRASS PAIR	GENERAL FUND	POLICE	\$ 19.98
8047		6/1/2017	SERVING SINCE BAR	GENERAL FUND	POLICE	\$ 17.25
8047		6/1/2017	NAMEPLATE	GENERAL FUND	POLICE	\$ 14.47
8047		6/1/2017	NEW BADGEHOLDER	GENERAL FUND	POLICE	\$ 17.99
8047		6/1/2017	INNER BELT	GENERAL FUND	POLICE	\$ 21.99
8047		6/1/2017	GLOVE POUCH	GENERAL FUND	POLICE	\$ 18.99
8047		6/1/2017	COLLAR BRASS PAIR	GENERAL FUND	POLICE	\$ 19.98
8047		6/1/2017	OC POUCH	GENERAL FUND	POLICE	\$ 27.99
8047		6/1/2017	G22 HOLSTER	GENERAL FUND	POLICE	\$ 137.99
8047		6/1/2017	CUFF CASE	GENERAL FUND	POLICE	\$ 27.99
8047		6/1/2017	BELTKEEPERS (4PK)	GENERAL FUND	POLICE	\$ 21.99
8047		6/1/2017	SHIPPING	GENERAL FUND	POLICE	\$ 6.00
8050		6/22/2017	DUTY BELT	GENERAL FUND	POLICE	\$ 51.99
					TOTAL:	\$ 466.25
7950	BAY ICE COMPANY	8/18/2017	HARBOR_ICE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 121.00
					TOTAL:	\$ 121.00

Exhibit "I"
September 5, 2017

						PAGE 2	
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
8006	CARQUEST AUTO PARTS	8/10/2017	V-BELTS CITY HALL A/C (4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 133.16	
8004		8/16/2017	HOSE FITTING FEMALE (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6.65	
8004		8/16/2017	HOSE FITTING MALE (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 7.05	
8004		8/16/2017	HYDRAULIC HOSE (23')	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 8.74	
8003		8/16/2017	FLOOR DRY (6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.70	
8002		8/16/2017	3/8" FUEL LINE (48')	UTILITY FUND	UTILITY OPERATIONS	\$ 12.00	
8002		8/16/2017	HOSE CLAMP (2)	UTILITY FUND	UTILITY OPERATIONS	\$ 1.18	
8002		8/16/2017	AIR FILTER OUTER (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 39.45	
8002		8/16/2017	AIR FILTER INNER (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 22.71	
					TOTAL:	\$ 278.64	
8064	CENTER POINT ENGERY (ATMOS ENERGY)	8/15/2017	NAT. GAS PURCHASE JULY 2017	UTILITY FUND	UTILITY OPERATIONS	\$ 18,064.63	
					TOTAL:	\$ 18,064.63	
7993	CENTRAL PIPE & SUPPLY	8/11/2017	FULL CIRCLE CLAMP (2)	UTILITY FUND	UTILITY OPERATIONS	\$ 379.94	
7993		8/11/2017	FULL CIRCLE CLAMP (2)	UTILITY FUND	UTILITY OPERATIONS	\$ 236.98	
					TOTAL:	\$ 616.92	
7927	CINTAS UNIFORMS	8/17/2017	HARBOR UNIFORMS_08/17/2017	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 65.06	
7968		8/24/2017	HARBOR UNIFORMS_08/24/2017	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 65.06	
					TOTAL:	\$ 130.12	
7942	CITY OF BAY SAINT LOUIS	8/2/2017	TRF RESTITUTION TO NTF	GENERAL FUND	NON-DEPARTMENTAL	\$ 500.00	
7943		8/2/2017	TRF RESTITUTION TO NTF	GENERAL FUND	NON-DEPARTMENTAL	\$ 88.25	
7952		8/21/2017	TRF RESTITUTION TO NTF	GENERAL FUND	NON-DEPARTMENTAL	\$ 150.00	
7953		8/21/2017	TRF RESTITUTION TO NTF	GENERAL FUND	NON-DEPARTMENTAL	\$ 40.00	
8062		8/30/2017	C/C DUE TO COMM HALL	GENERAL FUND	NON-DEPARTMENTAL	\$ 1,597.75	
7938		8/31/2017	TRF GF TO DEBT SERVICE FUND	GENERAL FUND	ADMINISTRATION	\$ 7,525.05	
7940		8/31/2017	TRF GF TO ROAD & BRIDGE FUND	GENERAL FUND	ADMINISTRATION	\$ 3,090.34	
8053		8/30/2017	UTILITY PAYROLL TO GF	UTILITY FUND	NON-DEPARTMENTAL	\$ 12,994.70	
8055		8/30/2017	UTILITY PAYROLL EST.TO 9/29/17	UTILITY FUND	NON-DEPARTMENTAL	\$ 45,564.61	
7941		9/1/2017	BUDGETED TRF TO UTILITY C&M	UTILITY FUND	ADMINISTRATION	\$ 18,333.37	
8063	8/30/2017	UTOP TO 2014 SINKING FUND	UTILITY FUND	ADMINISTRATION	\$ 47,895.57		
8054	8/30/2017	HARBOR PAYROLL TO GF	MUNICIPAL HARBOR FUND	NON-DEPARTMENTAL	\$ 7,083.27		
8056	8/30/2017	HARBOR PAYROLL EST.TO 9/29/17	MUNICIPAL HARBOR FUND	NON-DEPARTMENTAL	\$ 25,176.57		
					TOTAL:	\$ 170,039.48	

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 3 AMOUNT
7992	COAST CHLORINATOR	8/2/2017	SERVICE CONTRACT: JULY 2017	UTILITY FUND	UTILITY OPERATIONS	\$ 600.00
7992		8/2/2017	PHOSPHATE	UTILITY FUND	UTILITY OPERATIONS	\$ 13.00
7992		8/2/2017	SODIUM ARSENITE	UTILITY FUND	UTILITY OPERATIONS	\$ 12.75
7992		8/2/2017	PHOSPHATE REDUCING RGT	UTILITY FUND	UTILITY OPERATIONS	\$ 11.00
7992		8/2/2017	ACID ZIRCONYL	UTILITY FUND	UTILITY OPERATIONS	\$ 28.00
7992		8/2/2017	PVC UNION	UTILITY FUND	UTILITY OPERATIONS	\$ 32.00
7992		8/2/2017	PVC BUSHING	UTILITY FUND	UTILITY OPERATIONS	\$ 7.00
7992		8/2/2017	MALE ADAPTER	UTILITY FUND	UTILITY OPERATIONS	\$ 12.50
7992		8/2/2017	AQUA MAG	UTILITY FUND	UTILITY OPERATIONS	\$ 1,750.00
					TOTAL:	\$ 2,466.25
7923	COAST ELECTRIC	8/7/2017	386820-002 TURNER ST LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 264.74
7923		8/7/2017	386820-009 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 199.76
7923		8/7/2017	386820-033 HWY 90 ACROSS P.O.	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 81.84
7923		8/7/2017	386820-034 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 116.50
7923		8/7/2017	386820-035 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 117.35
7923		8/7/2017	386820-036 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 107.27
7923		8/7/2017	386820-037 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 64.61
7923		8/7/2017	386820-039 HWY 90 W LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 88.81
7923		8/7/2017	386820-040 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 87.77
7923		8/7/2017	386820-041 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 43.32
7923		8/7/2017	386820-042 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 113.29
7923		8/7/2017	386820-043 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 65.92
7923		8/7/2017	386820-044 CITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 4,612.45
7923		8/7/2017	386820-045 VEHICLE MAINT.	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,397.20
7923		8/7/2017	386820-046 POLICE DEPARTMENT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 292.44
7923		8/7/2017	386820-047 CARPENTER SHED	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 109.81
7923		8/7/2017	386820-048 DRY STORAGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 36.35
7923		8/7/2017	386820-050 DRINKWATER MEDIA LT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 190.53
7923		8/7/2017	386820-052 WASHINGTON ST LTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 70.16
7923		8/7/2017	386820-053 BLUE MEADOW CAUTION	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.09
7923		8/7/2017	386820-054 WASH&CHAP CAUTION	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 61.31
7923		8/7/2017	386820-054 WASH&CHAP CAUTION	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 38.05
7924		8/7/2017	870474-002 HWY 90 & WASHINGTON	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 48.03
7924		8/7/2017	870474-004 MAIN ST. LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 51.51
7924		8/7/2017	870474-007 HWY 603/LAGAN	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 267.76
7924		8/7/2017	870474-008 HWY 603/SUGARFIELD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 188.55
7924		8/7/2017	870474-009 HWY 603/GULF CONCRETE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 380.50
7924		8/7/2017	870474-010 HWY 603/GATOR STOP	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 69.31
8058		8/22/2017	68379-002 SEVENTH ST. PARK LTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 35.03
8057		8/22/2017	870474-005 HWY 603/SO	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 310.61
8057		8/22/2017	870474-006 HWY 603/CULV's	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 292.25

CLAIM #		VENDOR NAME		DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 4 AMOUNT
7923	COAST ELECTRIC	8/7/2017	386820-003 LS#20 WASHINGTON	UTILITY FUND	UTILITY OPERATIONS	\$	213.70	
7923		8/7/2017	386820-005 LS#18 EASTERBROOK	UTILITY FUND	UTILITY OPERATIONS	\$	40.59	
7923		8/7/2017	386820-006 LS#14 HWY 90	UTILITY FUND	UTILITY OPERATIONS	\$	40.30	
7923		8/7/2017	386820-007 LS#13 HWY 90	UTILITY FUND	UTILITY OPERATIONS	\$	47.65	
7923		8/7/2017	386820-016 LS#31 BLUE MEADOW	UTILITY FUND	UTILITY OPERATIONS	\$	117.62	
7923		8/7/2017	386820-017 LS#29 HWY 90	UTILITY FUND	UTILITY OPERATIONS	\$	95.25	
7923		8/7/2017	386820-018 LS#27 PONYIAC DR	UTILITY FUND	UTILITY OPERATIONS	\$	47.50	
7923		8/7/2017	386820-020 LS#26 HWY 90	UTILITY FUND	UTILITY OPERATIONS	\$	62.83	
7923		8/7/2017	386820-021 LS#24 SUEBE ST	UTILITY FUND	UTILITY OPERATIONS	\$	677.99	
7923		8/7/2017	386820-022 LS#28 HWY 90	UTILITY FUND	UTILITY OPERATIONS	\$	152.56	
7923	COAST GLASS AND MIRROR, LLC	8/7/2017	386820-023 LS#30 GREEN MEADOW	UTILITY FUND	UTILITY OPERATIONS	\$	137.16	
7923		8/7/2017	386820-026 TENTH ST WATER	UTILITY FUND	UTILITY OPERATIONS	\$	1,526.02	
7923		8/7/2017	386820-029 LS#12 HWY 90	UTILITY FUND	UTILITY OPERATIONS	\$	40.40	
7923		8/7/2017	386820-031 LS#38 SCIANNA LN	UTILITY FUND	UTILITY OPERATIONS	\$	69.31	
					TOTAL:	\$	13,119.00	
7946	COAST GLASS AND MIRROR, LLC	8/9/2017	WINDSHIELD REPLACEMENT UNIT #180	GENERAL FUND	POLICE	\$	250.00	
					TOTAL:	\$	250.00	
7975	COBURN'S SUPPLY COMPANY	8/15/2017	6 X 6 FERNCO	UTILITY FUND	UTILITY OPERATIONS	\$	126.98	
7975		8/15/2017	6X4 FERNCO	UTILITY FUND	UTILITY OPERATIONS	\$	63.96	
7975		8/15/2017	6" PVC BEND	UTILITY FUND	UTILITY OPERATIONS	\$	246.60	
7975		8/15/2017	8" FERNCO	UTILITY FUND	UTILITY OPERATIONS	\$	83.76	
7975		8/15/2017	6" PVC TEE SCH 35	UTILITY FUND	UTILITY OPERATIONS	\$	434.88	
7975		8/15/2017	4" PVC BEND SCH 35	UTILITY FUND	UTILITY OPERATIONS	\$	63.36	
7975		8/15/2017	4" PVC TEE SCH 35	UTILITY FUND	UTILITY OPERATIONS	\$	108.36	
7975		8/15/2017	8X6 FERNCO	UTILITY FUND	UTILITY OPERATIONS	\$	101.10	
8045		8/15/2017	RETURN - 6" PVC BEN	UTILITY FUND	UTILITY OPERATIONS	\$	(246.60)	
8045		8/15/2017	RETURN - 6" PVC TEE	UTILITY FUND	UTILITY OPERATIONS	\$	(434.88)	
				TOTAL:	\$	547.52		
7969	CONSOLIDATED PIPE & SUPPLY COMPANY	8/14/2017	GAS METERS (12)	UTILITY FUND	UTILITY OPERATIONS	\$	888.00	
8044		8/15/2017	NEPTUNE WATER METER (12)	UTILITY FUND	UTILITY OPERATIONS	\$	3,540.00	
7971		8/14/2017	BRASS METER COUPLING (24)	UTILITY FUND	UTILITY OPERATIONS	\$	300.00	
7970		8/11/2017	3/4" SS CTS INSERTS (200)	UTILITY FUND	UTILITY OPERATIONS	\$	400.00	
7970		8/11/2017	1" SS CTS INSERTS (200)	UTILITY FUND	UTILITY OPERATIONS	\$	400.00	
7970		8/11/2017	3/4" CLOSE BRASS (25)	UTILITY FUND	UTILITY OPERATIONS	\$	56.25	
7970		8/11/2017	1" CTS MALE ADAPTER (17)	UTILITY FUND	UTILITY OPERATIONS	\$	263.50	
7970		8/14/2017	1/2" IPS COUPLING (10)	UTILITY FUND	UTILITY OPERATIONS	\$	240.00	
					TOTAL:	\$	8,888.00	

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 5 AMOUNT
7972	CONSOLIDATED PIPE continued...	8/15/2017	1/2"IPS INSERTS (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 105.00
7973		8/17/2017	1/2" IPS YELLOW GAS (2,000)	UTILITY FUND	UTILITY OPERATIONS	\$ 500.00
					TOTAL:	\$ 6,692.75
7988	CONTROL SYSTEMS	8/14/2017	LIFT STATION BOARD DCTB101 REPAIR	UTILITY FUND	UTILITY OPERATIONS	\$ 100.70
7988		8/14/2017	LIFT STATION BOARD DC 101 E REPAIR	UTILITY FUND	UTILITY OPERATIONS	\$ 80.00
7988		8/14/2017	LIFT STATION BOARD DC101 CONTROLLER	UTILITY FUND	UTILITY OPERATIONS	\$ 644.52
					TOTAL:	\$ 825.22
7955	CSPIRE	8/14/2017	HARBORMASTER TELEPHONE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 47.91
					TOTAL:	\$ 47.91
8005	DAVID'S CHAINSAW & LAWNMOWER SHOP	8/15/2017	WEEDEATER STRING (8)	GENERAL FUND	STREET'S & PUBLIC WORKS	\$ 279.60
					TOTAL:	\$ 279.60
7945	DELTA WORLD TIRE	8/17/2017	TIRE REPAIR UNIT 180	GENERAL FUND	POLICE	\$ 35.90
					TOTAL:	\$ 35.90
7974	DPC ENTERPRISES, L.P.	8/15/2017	CHLORINE	UTILITY FUND	UTILITY OPERATIONS	\$ 3,112.20
					TOTAL:	\$ 3,112.20
8010	DPS CRIME LAB	8/1/2017	ANALYTICAL FEES	GENERAL FUND	POLICE	\$ 60.00
					TOTAL:	\$ 60.00
7967	EDDIE TILLMAN	8/22/2017	REFUND_ZONING APPLICATION	GENERAL FUND	NON-DEPARTMENTAL	\$ 75.00
					TOTAL:	\$ 75.00
7978	FASTENAL	8/11/2017	LATEX GLOVES - SEWER (3)	UTILITY FUND	UTILITY OPERATIONS	\$ 331.20
					TOTAL:	\$ 331.20
7949	FUELMAN	8/21/2017	FUELMAN #5262	GENERAL FUND	POLICE	\$ 1,535.47
7963		8/7/2017	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 241.08
7964		8/14/2017	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 82.85
					TOTAL:	\$ 1,859.40

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
8065	GULFSOUTH PIPELINE	8/9/2017	GULFSOUTH PIPELINE JULY 2017	UTILITY FUND	UTILITY OPERATIONS	\$ 4,158.75
					TOTAL:	\$ 4,158.75
7939	HC LIBRARY SYSTEM	8/31/2017	TAX REVENUE	GENERAL FUND	ADMINISTRATION	\$ 6,845.29
					TOTAL:	\$ 6,845.29
7961	HC SENIOR CITIZENS	8/23/2017	MONTHLY SUPPORT	GENERAL FUND	ADMINISTRATION	\$ 200.00
					TOTAL:	\$ 200.00
7930	HC TOURISM DEVELOPMENT BUREAU	8/1/2017	MONTHLY SUPPORT	GENERAL FUND	ADMINISTRATION	\$ 1,875.00
					TOTAL:	\$ 1,875.00
7947	HUBBARDS HARDWARE	8/9/2017	FLAGPOLE BULBS (3)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 248.97
					TOTAL:	\$ 248.97
8052	KEITH HESS	8/22/2017	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 40.00
					TOTAL:	\$ 40.00
7980	LEE TRACTOR COMPANY	8/18/2017	PIPE HYDRAULIC_KUBOTA (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 56.16
7980		8/18/2017	FREIGHT	UTILITY FUND	UTILITY OPERATIONS	\$ 7.85
					TOTAL:	\$ 64.01
7977	LOWE'S	8/22/2017	SPRAY BOTTLES (6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 18.66
7976		8/22/2017	TRIMMER HEAD (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 18.99
7925		8/16/2017	LAWN (1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 236.56
7925		8/16/2017	WEED KILLER (1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 26.57
					TOTAL:	\$ 300.78
7995	MAYLEY'S PEST CONTROL, LLC.	8/15/2017	COMMUNITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 80.00
					TOTAL:	\$ 80.00
7979	MAYO'S AIR CONDITIONING & HEATING	8/16/2017	TRAIN DEPOT_REPLACE A/C MOTOR	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 535.00
					TOTAL:	\$ 535.00

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 7 AMOUNT
8012	MISSISSIPPI GULF COAST COMMUNITY COLLEGE	8/23/2017	LAW ENFORCEMENT TRAINING	GENERAL FUND	POLICE	\$ 3,457.87
8012		8/23/2017	LAW ENFORCEMENT TRAINING	GENERAL FUND	POLICE	\$ 142.13
					TOTAL:	\$ 3,600.00
7932	MISSISSIPPI POWER	8/11/2017	01239-14009 ST. FRANCIS	GENERAL FUND	STREET & PUBLIC WORKS	\$ 63.95
7932		8/11/2017	02135-28039 DUNBAR TRF LT	GENERAL FUND	STREET & PUBLIC WORKS	\$ 46.43
7932		8/11/2017	02475-32010 MAIN ST. LT METER	GENERAL FUND	STREET & PUBLIC WORKS	\$ 14.18
7932		8/11/2017	03268-85018 CTRL #7 LIGHTING	GENERAL FUND	STREET & PUBLIC WORKS	\$ 84.16
7932		8/11/2017	03841-48010 HWY 90 TRAFFIC	GENERAL FUND	STREET & PUBLIC WORKS	\$ 196.99
7932		8/11/2017	04015-98007 MAIN ST. LT METER	GENERAL FUND	STREET & PUBLIC WORKS	\$ 46.47
7932		8/11/2017	04237-20110 MAIN ST. LT METER	GENERAL FUND	STREET & PUBLIC WORKS	\$ 44.07
7932		8/11/2017	04679-18047 DUNBAR SPLASH PAD	GENERAL FUND	STREET & PUBLIC WORKS	\$ 41.97
7932		8/11/2017	04997-75021 S BEACH BLVD LTS	GENERAL FUND	STREET & PUBLIC WORKS	\$ 41.91
7932		8/11/2017	05633-98041 UNION ST. LIGHTS	GENERAL FUND	STREET & PUBLIC WORKS	\$ 44.65
7932		8/11/2017	06078-21009 MAIN ST. LT METER	GENERAL FUND	STREET & PUBLIC WORKS	\$ 42.67
7932		8/11/2017	06327-08000 CTRL#16 LIGHTING	GENERAL FUND	STREET & PUBLIC WORKS	\$ 41.00
7932		8/11/2017	06493-43064 MAIN ST. LT METER	GENERAL FUND	STREET & PUBLIC WORKS	\$ 43.03
7932		8/11/2017	06735-45009 MAIN ST. LT METER	GENERAL FUND	STREET & PUBLIC WORKS	\$ 46.69
7932		8/11/2017	06774-59004 MAIN ST. LT METER	GENERAL FUND	STREET & PUBLIC WORKS	\$ 45.17
7932		8/11/2017	07061-27004 CTRL#11 LIGHTING	GENERAL FUND	STREET & PUBLIC WORKS	\$ 43.27
7932		8/11/2017	08734-17013 DEPOT GROUNDS	GENERAL FUND	STREET & PUBLIC WORKS	\$ 40.93
7932		8/11/2017	09482-28019 BOOKTER SOFTBALL	GENERAL FUND	STREET & PUBLIC WORKS	\$ 386.78
7932		8/11/2017	10186-00006 SPC-DD-4 LT METER	GENERAL FUND	STREET & PUBLIC WORKS	\$ 80.37
7932		8/11/2017	10748-22013 CTRL #6 LIGHTING	GENERAL FUND	STREET & PUBLIC WORKS	\$ 52.46
7932		8/11/2017	10791-48003 C.H. ANNEX LTS	GENERAL FUND	STREET & PUBLIC WORKS	\$ 105.14
7932		8/11/2017	10834-92041 CTRL#2 LIGHTING	GENERAL FUND	STREET & PUBLIC WORKS	\$ 70.13
7932		8/11/2017	10911-25022 CTRL#4 LIGHTING	GENERAL FUND	STREET & PUBLIC WORKS	\$ 92.15
7932		8/11/2017	12788-76011 CTRL#5 LIGHTING	GENERAL FUND	STREET & PUBLIC WORKS	\$ 83.64
7932		8/11/2017	14985-49019 CTRL#28 LIGHTING	GENERAL FUND	STREET & PUBLIC WORKS	\$ 48.03
7932		8/11/2017	15070-53019 CTRL#29 LIGHTING	GENERAL FUND	STREET & PUBLIC WORKS	\$ 23.13
7932		8/11/2017	16353-67048 SPC-DD-3 LT METER	GENERAL FUND	STREET & PUBLIC WORKS	\$ 41.82
7932		8/11/2017	18197-16018 CTRL#17 LIGHTING	GENERAL FUND	STREET & PUBLIC WORKS	\$ 46.18
7932		8/11/2017	18225-93001 CTRL#18 LIGHTING	GENERAL FUND	STREET & PUBLIC WORKS	\$ 23.40
7932		8/11/2017	18430-94003 CTRL#1 LIGHTING	GENERAL FUND	STREET & PUBLIC WORKS	\$ 59.41
7932		8/11/2017	19631-85025 S BEACH BLVD LTS	GENERAL FUND	STREET & PUBLIC WORKS	\$ 31.03
7932		8/11/2017	20430-97036 CTRL#9 LIGHTING	GENERAL FUND	STREET & PUBLIC WORKS	\$ 44.42
7932		8/11/2017	20915-15027 SPC-DD-1 LT METER	GENERAL FUND	STREET & PUBLIC WORKS	\$ 54.81
7932		8/11/2017	20931-23027 CTRL#23 LIGHTING	GENERAL FUND	STREET & PUBLIC WORKS	\$ 44.42
7932		8/11/2017	20976-92005 DEPOT GROUNDS	GENERAL FUND	STREET & PUBLIC WORKS	\$ 40.53
7932		8/11/2017	229551-85001 DEPOT GROUNDS	GENERAL FUND	STREET & PUBLIC WORKS	\$ 39.61
7932		8/11/2017	24519-50068 CTRL#8 LIGH	GENERAL FUND	STREET & PUBLIC WORKS	\$ 44.65
7932		8/11/2017	24743-62002 WASHINGTON LIS	GENERAL FUND	STREET & PUBLIC WORKS	\$ 57.69

CLAIM #		VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 8 AMOUNT
7932	MISSISSIPPI POWER continued...		8/11/2017	24923-28008 CTRL#26 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 57.19
7932			8/11/2017	25490-44002 CTRL#12 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 24.44
7932			8/11/2017	26425-22023 CTRL#20 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 52.14
7932			8/11/2017	28236-26082 SPC-DD-2 LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 44.49
7932			8/11/2017	30466-71017 CTRL#19 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 18.73
7932			8/11/2017	30806-92005 CTRL#15 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 22.76
7932			8/11/2017	30979-62094 CTRL#13 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 76.23
7932			8/11/2017	32141-01008 CTRL#24 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 43.93
7932			8/11/2017	33281-46017 BOOKER CONCESSION	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 89.00
7932			8/11/2017	42621-47002 BLSL ST. LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10,330.40
7932			8/11/2017	43251-47004 BLC1 MAIN ST.	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 58.04
7932			8/11/2017	43350-26003 CTRL#22 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 44.74
7932			8/11/2017	43521-48017 HWY 90 LTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 174.41
7932			8/11/2017	43941-48017 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 123.87
7932			8/11/2017	45201-48014 HWY 90 2ND LT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 157.27
7932			8/11/2017	45443-30005 CTRL#25 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 44.08
7932			8/11/2017	48921-47003 BLC3 OST	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 208.03
7932			8/11/2017	49341-47014 CITY PARK/PLAY	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 170.70
7932			8/11/2017	53581-22018 CTRL#14 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 19.01
7932			8/11/2017	54481-48020 DEPOT GROUNDS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 41.72
7932			8/11/2017	55721-47011 HWY 90 TRAFFIC	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 163.52
7932			8/11/2017	56081-06006 CTRL#27 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 49.71
7932			8/11/2017	59891-48008 JULIA/DUNBAR	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 15.30
7932			8/11/2017	61574-95000 CTRL#3 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 122.40
7932			8/11/2017	65318-23002 CTRL#10 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 45.89
7932			8/11/2017	77341-49017 FELICITY CAUTION	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 39.61
7932			8/11/2017	85534-23017 CTRL#21 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 43.66
7932			8/11/2017	90381-48014 BEACH BLVD TRF LT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 49.57
7932			8/11/2017	03516-58010 DUNBAR WARN SIREN	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 41.03
7932			8/11/2017	16346-47001 OST WARN SIREN	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 39.61
7931			8/11/2017	02381-470125 LS#4 N BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	\$ 60.25
7931			8/11/2017	03192-96010 LS#5 N BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	\$ 102.44
7931			8/11/2017	03651-47002 LS#40 DUNBAR	UTILITY FUND	UTILITY OPERATIONS	\$ 97.86
7931			8/11/2017	03956-29080 LS#41 JOHN BAPTISTE	UTILITY FUND	UTILITY OPERATIONS	\$ 51.02
7931			8/11/2017	04721-47014 LS#17 EASTERBROOK	UTILITY FUND	UTILITY OPERATIONS	\$ 43.20
7931			8/11/2017	13297-23052 LS#43 FELICITY	UTILITY FUND	UTILITY OPERATIONS	\$ 1,614.23
7931			8/11/2017	14472-53000 LS#37 UNION ST	UTILITY FUND	UTILITY OPERATIONS	\$ 134.88
7931			8/11/2017	17956-66037 LS#42 UNION ST	UTILITY FUND	UTILITY OPERATIONS	\$ 53.16
7931			8/11/2017	24821-47019 LS#7 N. BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	\$ 50.70
7931			8/11/2017	27821-47006 LS#16 EASTERBROOK	UTILITY FUND	UTILITY OPERATIONS	\$ 69.55
7931			8/11/2017	33071-46008 LS#19 BOOKTER	UTILITY FUND	UTILITY OPERATIONS	\$ 118.56
7931			8/11/2017	37841-48011 LS#8 DUNBAR	UTILITY FUND	UTILITY OPERATIONS	\$ 352.38
7931			8/11/2017	38759-34010 LS#2 S. BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	\$ 57.17

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 9 AMOUNT
7931	MISSISSIPPI POWER continued...	8/11/2017	40851-49000 LS#39 ST. CHARLES	UTILITY FUND	UTILITY OPERATIONS	\$ 52.07
7931		8/11/2017	44301-47018 LS#10 DUNBAR	UTILITY FUND	UTILITY OPERATIONS	\$ 502.23
7931		8/11/2017	46611-47006 LS#1 CENTRAL AVE	UTILITY FUND	UTILITY OPERATIONS	\$ 1,326.98
7931		8/11/2017	49251-49000 LS#22 SPANISH ACRES	UTILITY FUND	UTILITY OPERATIONS	\$ 153.29
7931		8/11/2017	50651-48017 LS#6 N BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	\$ 75.94
7931		8/11/2017	51091-48008 LS#9 FELICITY	UTILITY FUND	UTILITY OPERATIONS	\$ 93.47
7931		8/11/2017	55281-48008 LS#32 ENGMAN AVE	UTILITY FUND	UTILITY OPERATIONS	\$ 238.75
7931		8/11/2017	65581-49023 LS#36 ATHLETIC DR	UTILITY FUND	UTILITY OPERATIONS	\$ 449.71
7931		8/11/2017	73381-48009 LS#3 S BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	\$ 120.52
7931		8/11/2017	78161-48014 LS#33 ENGMAN AVE	UTILITY FUND	UTILITY OPERATIONS	\$ 140.60
7931		8/11/2017	85091-48018 LS#34 POGO RD.	UTILITY FUND	UTILITY OPERATIONS	\$ 208.89
7931		8/11/2017	85721-48011 LS#35 N BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	\$ 89.32
7931		8/11/2017	88911-49007 LS#15 MAIN ST.	UTILITY FUND	UTILITY OPERATIONS	\$ 66.34
7931		8/11/2017	96461-47014 LS#11 RUELLA AVE	UTILITY FUND	UTILITY OPERATIONS	\$ 484.49
					TOTAL:	\$ 21,616.82
8051	MS DEPT. OF REVENUE	8/28/2017	HARBOR SALES TAX AUDIT	MUNICIPAL HARBOR FUND	NON-DEPARTMENTAL	\$ 12,240.55
					TOTAL:	\$ 12,240.55
8001	NAPA AUTO PARTS	8/16/2017	AA BATTERIES (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 5.99
8000		8/16/2017	ZERO TURN BELT (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 72.00
		8/16/2017	CAT FUEL FILTER (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 14.56
					TOTAL:	\$ 92.55
7989	NEAL'S MEASUREMENT SERVICE, INC.	7/27/2017	GAS METER 415 (12)	UTILITY FUND	UTILITY OPERATIONS	\$ 4,085.40
7989		7/27/2017	METER CONNECTION SET (12)	UTILITY FUND	UTILITY OPERATIONS	\$ 324.12
7989		7/27/2017	SHIPPING	UTILITY FUND	UTILITY OPERATIONS	\$ 21.46
7989		7/27/2017	DROP SHIPPING CHARGE	UTILITY FUND	UTILITY OPERATIONS	\$ 102.41
					TOTAL:	\$ 4,533.39
7957	PITNEY BOWES GLOBAL FINANCIAL SERVICES	8/16/2017	FOLDING MACHINE LEASE	UTILITY FUND	ADMINISTRATION	\$ 1,617.87
					TOTAL:	\$ 1,617.87
7962	POSTMASTER	8/23/2017	PERMIT #14 UTILITY BILLING	UTILITY FUND	ADMINISTRATION	\$ 1,800.00
					TOTAL:	\$ 1,800.00

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 10 AMOUNT
7982	PUCKETT MACHINERY COMPANY	8/15/2017	SEAL KIT (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 107.37
					TOTAL:	\$ 107.37
7959	R.L. "ED" EDWARDS, ATTORNEY & COUNSELOR	8/20/2017	PROSECUTION_AUGUST 2017	GENERAL FUND	JUDICIAL	\$ 1,000.00
7958		8/20/2017	PROSECUTION_JULY 2017	GENERAL FUND	JUDICIAL	\$ 500.00
					TOTAL:	\$ 1,500.00
7965	S&L OFFICE SUPPLIES, INC	8/23/2017	RETURN-CARTRIDGES	GENERAL FUND	JUDICIAL	\$ (165.00)
7960		8/23/2017	8.5x14 PAPER (1)	GENERAL FUND	ADMINISTRATION	\$ 61.76
7960		8/23/2017	8.5x11 PAPER (1)	GENERAL FUND	ADMINISTRATION	\$ 3.96
7960		8/23/2017	8.5x11 PAPER (3)	GENERAL FUND	ADMINISTRATION	\$ 135.60
7960		8/23/2017	FILE FOLDER (2)	GENERAL FUND	ADMINISTRATION	\$ 11.90
7928		8/14/2017	PLOTTER PAPER (1)	GENERAL FUND	BUILDING DEPARTMENT	\$ 28.89
7926		8/15/2017	LABELS (1)	GENERAL FUND	BUILDING DEPARTMENT	\$ 9.27
7928		8/14/2017	UPS NEXT DAY AIR	GENERAL FUND	POLICE	\$ 34.67
					TOTAL:	\$ 121.05
7944	SCOTT WETZEL	8/17/2017	CASH BOND REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 750.00
					TOTAL:	\$ 750.00
7929	SEA COAST ECHO	8/12/2017	P&Z AD	GENERAL FUND	BUILDING DEPARTMENT	\$ 125.16
					TOTAL:	\$ 125.16
7983	SENTRYNET	9/1/2017	MONITORING_BAY OAKS	UTILITY FUND	UTILITY OPERATIONS	\$ 18.00
7984		9/1/2017	MONITORING_BAILEY	UTILITY FUND	UTILITY OPERATIONS	\$ 18.00
7985		9/1/2017	MONITORING_DUNBAR	UTILITY FUND	UTILITY OPERATIONS	\$ 18.00
7986		9/1/2017	MONITORING_HOLLYWOOD	UTILITY FUND	UTILITY OPERATIONS	\$ 18.00
7987		9/1/2017	MONITORING_RUELLA	UTILITY FUND	UTILITY OPERATIONS	\$ 18.00
					TOTAL:	\$ 90.00
7951	SHIRLEY JAMES TILLMAN	8/7/2017	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 200.00
					TOTAL:	\$ 200.00
7948	SOUTHERN ADMINISTRATORS	8/21/2017	CAFETERIA PLAN_SEPTEMBER 2017	GENERAL FUND	ADMINISTRATION	\$ 224.00
					TOTAL:	\$ 224.00

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 11 AMOUNT
7981	STRIBLING EQUIPMENT, LLC	8/18/2017	HYDRAULIC CYLINDER KIT (2)	UTILITY FUND	UTILITY OPERATIONS	\$ 39.88
7981		8/18/2017	PISTON (2)	UTILITY FUND	UTILITY OPERATIONS	\$ 180.12
					TOTAL:	\$ 220.00
7937	THE FIRST BANK	8/21/2017	009133801 PD. DODGE CHARGER	DEBT SERVICE FUND	DEBT SERVICE	\$ 4,139.87
8042		8/24/2017	9131361 PD_TOYOTA TUNDRA	DEBT SERVICE FUND	DEBT SERVICE	\$ 794.44
					TOTAL:	\$ 4,934.31
7994	TIRE SPOT	8/21/2017	USED TIRES_TRUCK #32 (4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 175.00
					TOTAL:	\$ 175.00
7933	UNIVERSAL TELCOM, LLC	8/1/2017	UNIVERSAL TELCOM, LLC	GENERAL FUND	ADMINISTRATION	\$ 3,718.35
7933		8/1/2017	UNIVERSAL TELCOM, LLC	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 61.05
					TOTAL:	\$ 3,779.40
8066	UTILITY MANAGEMENT	8/16/2017	UTILITY MANAGEMENT_JULY 2017	UTILITY FUND	UTILITY OPERATIONS	\$ 700.00
					TOTAL:	\$ 700.00
7996	WARING OIL	8/7/2017	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,392.35
7997		8/14/2017	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,513.14
7954		8/17/2017	HARBOR GASOLINE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 9,244.76
7934		8/10/2017	HARBOR GASOLINE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 6,786.04
					TOTAL:	\$ 18,936.29
8060	WASTE MANAGEMENT -MISS, INC	8/23/2017	CITY YARD DUMPSTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 257.88
8061		8/23/2017	DUMPSTER SERVICE_COMM. HALL	UTILITY FUND	UTILITY OPERATIONS	\$ 535.77
8061		8/23/2017	DUMPSTER SERVICE_COMM. HALL	UTILITY FUND	UTILITY OPERATIONS	\$ 125.00
8059		8/23/2017	HARBOR DUMPSTER	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 278.99
					TOTAL:	\$ 1,197.64
7966	WHITNEY HUDSON	6/6/2017	DEPOSIT REFUND	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	\$ 400.00
					TOTAL:	\$ 400.00

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		=====	== FUND TOTALS =====						
		FUND 001	GENERAL FUND	\$	66,334.17				
		FUND 200	DEBT SERVICE FUND	\$	7,515.25				
		FUND 400	UTILITY FUND	\$	182,181.59				
		FUND 450	MUNICIPAL HARBOR FUND	\$	61,682.36				
		FUND 650	COMMUNITY HALL UNEARNED	\$	400.00				
				\$	318,113.37				

REFUND CHECK REGISTER
09/05/17-16-660

8/24/17

ACCOUNT	NAME	DATE	TYPE	CK #	AMOUNT	CODE	RECEIPT	DEPOSIT	AMOUNT	MESSAGE
01-5420-03	ST PAUL, RENE 8013	0/00/00	FINAL BILL	0	33.95CR	001	00220518	70.00CR	INVALID CK#/DATE	
02-3370-04	MERRIGAN, CHARLES 8014	0/00/00	FINAL BILL	0	22.00CR	001	14650	70.00CR	INVALID CK#/DATE	
02-4240-08	DUTELL, JOSEPH/SHIRLEY 8015	0/00/00	FINAL BILL	0	105.10CR	001	00119576	70.00CR	INVALID CK#/DATE	
02-5271-00	KILBREW, SALLYE 8014	0/00/00	FINAL BILL	0	78.47CR	001	36934	70.00CR	INVALID CK#/DATE	
						002	38585	140.00CR		
03-2020-18	DREYER, CHELSEA 8017	0/00/00	FINAL BILL	0	18.60CR	001	00216367	70.00CR	INVALID CK#/DATE	
05-0560-04	RIDDELL, ROBERT 8018	0/00/00	FINAL BILL	0	22.00CR	001	00192983	70.00CR	INVALID CK#/DATE	
05-1870-10	LANE, ANGELA 8019	0/00/00	FINAL BILL	0	152.00CR	001	00119688	70.00CR	INVALID CK#/DATE	
						002	00119688	140.00CR		
05-2300-02	GALLOWAY, JOYCLYN 8020	0/00/00	FINAL BILL	0	152.00CR	001	9729	70.00CR	INVALID CK#/DATE	
						002	9729	140.00CR		
05-3060-08	YOUNGER, PHILIP 8021	0/00/00	FINAL BILL	0	5.95CR	001	00251095	70.00CR	INVALID CK#/DATE	
06-1360-01	MCGUFFEE, DENNIS 8022	0/00/00	FINAL BILL	0	86.77CR	001	00237409	70.00CR	INVALID CK#/DATE	
						002	00237409	140.00CR		
06-4260-01	GANKOFSKIE, CATHERINE 8023	0/00/00	FINAL BILL	0	22.00CR	001	00137360	70.00CR	INVALID CK#/DATE	
06-4630-05	VEGLIA, ELIZABETH 8024	0/00/00	FINAL BILL	0	80.95CR	001	00023196	70.00CR	INVALID CK#/DATE	
06-4790-16	FITZPATRICK, GEORGE 8025	0/00/00	FINAL BILL	0	20.00CR	000		0.00	INVALID CK#/DATE	
07-0085-00	SEGHERS, MARION J 8024	0/00/00	FINAL BILL	0	5.95CR	001	00003553	70.00CR	INVALID CK#/DATE	
07-2560-02	TOMLINSON, FREDERICK/LAVIN 8027	0/00/00	FINAL BILL	0	22.00CR	001	15687	70.00CR	INVALID CK#/DATE	
07-7210-02	PARKER, DOUGLAS H JR 8028	0/00/00	FINAL BILL	0	11.37CR	001	8866	70.00CR	INVALID CK#/DATE	

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BY: JMD/JF
MTG 09-05-17

8/24/17

Exhibit "J"
September 5, 2017

REFUND CHECK REGISTER

ACCOUNT	NAME	DATE	TYPE	CK #	AMOUNT	DEPOSIT	RECEIPT	AMOUNT	MESSAGE
ACCOUNT	SOURCE NAME								
400-000-008-000	METER DEPOSITS - FIRST				33.95CR				
400-000-008-000	METER DEPOSITS - FIRST				22.00CR				
400-000-008-000	METER DEPOSITS - FIRST				105.10CR				
400-000-008-000	METER DEPOSITS - FIRST				78.47CR				
400-000-008-000	METER DEPOSITS - FIRST				18.60CR				
400-000-008-000	METER DEPOSITS - FIRST				22.00CR				
400-000-008-000	METER DEPOSITS - FIRST				152.00CR				
400-000-008-000	METER DEPOSITS - FIRST				152.00CR				
400-000-008-000	METER DEPOSITS - FIRST				5.95CR				
400-000-008-000	METER DEPOSITS - FIRST				86.77CR				
400-000-008-000	METER DEPOSITS - FIRST				22.00CR				
400-000-008-000	METER DEPOSITS - FIRST				80.95CR				
400-000-008-000	METER DEPOSITS - FIRST				20.00CR				
400-000-008-000	METER DEPOSITS - FIRST				5.95CR				
400-000-008-000	METER DEPOSITS - FIRST				22.00CR				
400-000-008-000	METER DEPOSITS - FIRST				11.37CR				
400-000-030-019	UTILITY REFUNDS PAYABLE				839.11				

Utility REFUND CHECK REGISTER
09/05/17-16-061

Received
8/24/17

ACCOUNT	NAME	DATE	TYPE	CK #	AMOUNT	CODE	RECEIPT	DEPOSIT	AMOUNT	MESSAGE
01-0990-08	WOODS, JOSEPH G 80329	0/00/00	FINAL BILL	0	22.00CR	001	11047	70.00CR	INVALID CK#/DATE	
01-1290-00 8030	MCCELLAN, ROYCE & KATHY	0/00/00	FINAL BILL	0	22.00CR	001	10698	70.00CR	INVALID CK#/DATE	
02-2800-13	DIXON, JERRY 8031	0/00/00	FINAL BILL	0	22.00CR	001	00245208	70.00CR	INVALID CK#/DATE	
02-5380-05	THOMAS, CURTIS 8032	0/00/00	FINAL BILL	0	6.92CR	002	00234789	140.00CR	INVALID CK#/DATE	
02-5590-14	BOSWELL, GARY&ROCHELLE 80330	0/00/00	FINAL BILL	0	21.15CR	001	15274	70.00CR	INVALID CK#/DATE	
03-1210-01	GORDON, WILLIAM 8034	0/00/00	FINAL BILL	0	147.75CR	001	00002627	70.00CR	INVALID CK#/DATE	
					002	00002628		140.00CR		
05-0100-06	KELL, LINDA K 8035	0/00/00	FINAL BILL	0	152.00CR	001	00256361	70.00CR	INVALID CK#/DATE	
						002	00256361	140.00CR		
05-3301-01	HOLLOWAY, ROBERT 8036	0/00/00	FINAL BILL	0	22.00CR	001	00146622	70.00CR	INVALID CK#/DATE	
07-1200-01	WARD, MART 8037	0/00/00	FINAL BILL	0	57.62CR	001	00242900	70.00CR	INVALID CK#/DATE	
07-1570-03	GRAY, RICHARD 8038	0/00/00	FINAL BILL	0	22.00CR	001	00146258	70.00CR	INVALID CK#/DATE	
07-4150-04	BROWN, KYLE 8039	0/00/00	FINAL BILL	0	2.45CR	001	00106011	70.00CR	INVALID CK#/DATE	
07-7650-07	ZIMEK, GREGORY 8040	0/00/00	FINAL BILL	0	22.00CR	001	00241652	70.00CR	INVALID CK#/DATE	
07-8580-00	REYNOLDS, DAVID 8041	0/00/00	FINAL BILL	0	92.00CR	001	11516	70.00CR	INVALID CK#/DATE	
						001	14979	70.00CR		

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SEP 01 2017

BY: Linda DF
MS 09-05-17

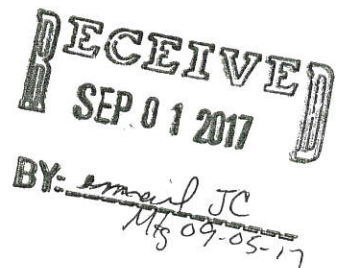
[Handwritten Signature]

Exhibit "K"
September 5, 2017

ACCOUNT	SOURCE NAME	DATE	TYPE	CK #	AMOUNT	DEPOSIT	RECEIPT	MESSAGE
400-000-008-000	METER DEPOSITS - FIRST				22.00CR			
400-000-008-000	METER DEPOSITS - FIRST				22.00CR			
400-000-008-000	METER DEPOSITS - FIRST				22.00CR			
400-000-008-000	METER DEPOSITS - FIRST				6.92CR			
400-000-008-000	METER DEPOSITS - FIRST				21.15CR			
400-000-008-000	METER DEPOSITS - FIRST				147.75CR			
400-000-008-000	METER DEPOSITS - FIRST				152.00CR			
400-000-008-000	METER DEPOSITS - FIRST				22.00CR			
400-000-008-000	METER DEPOSITS - FIRST				57.62CR			
400-000-008-000	METER DEPOSITS - FIRST				22.00CR			
400-000-008-000	METER DEPOSITS - FIRST				2.45CR			
400-000-008-000	METER DEPOSITS - FIRST				22.00CR			
400-000-008-000	METER DEPOSITS - FIRST				92.00CR			
400-000-030-019	UTILITY REFUNDS PAYABLE				611.89			

ERRORS: 26

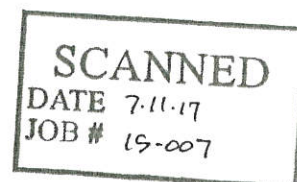
** END OF REPORT **



9.5.17 BSL Council Update

- 1) OST Sidewalk Project
 - a) Release of Maintenance approved. Waiting on approval from MDOT to close out the project.
- 2) Capital Improvements Projects
 - a) Drainage Phase 2 (Central & Esplanade Culverts)
 - i) Central Ave. Pipe is installed and grouted
 - ii) Esplanade Ave. pipe and headwalls are complete
 - iii) Highland Dr. culvert installation scheduled to for completion this week
 - b) Paving Phase 2 – coordinating with Warren on Close Out/addressing work required to complete project
- 3) Public Works
 - a) BSL Main Drain 28 – called Ms. Fitch regarding need of ROE for access and have not heard back
 - b) Misc. Drainage Issues
 - i) Seminary Sink Hole – Public Works scheduled to pothole “anomaly” this week
 - c) Sewer/Drain line TV – Notice to Proceed with J Levens Builders for next week
- 4) Downtown Parking Lot Striping Improvements
 - a) Need signed contract to submit to Contractor
- 5) Blighted Properties
 - a) Application requirements
 - i) Blighted Partner
 - ii) Letter of Condemnation from local unit government
 - iii) Property must be single family residential structure
 - b) Blight Partner
 - i) Non-profit, for-profit, faith based, community development corporations
 - ii) MUST be owner of record at the time of demolition
 - iii) MUST maintain property during 3 year compliance period

Gasom



NOTICE OF FUNDING

To: Mayor

From: Mississippi Home Corporation

Date: July 7, 2017

Re: **State of Mississippi \$20 million Blight Elimination Program**

The Mississippi Home Corporation is pleased to notify you that it is now accepting applications from local units of government on a first-come, first-serve basis. The Blight Elimination Program can be used to demolish blighted single family residential properties. The program covers actual costs of demolition and related expenses up to \$15,000 per property and up to \$6,000 of this amount can be used to acquire property prior to demolition. Awards are capped at \$500,000 per application, but communities can reapply for a total up to \$4 million. The program will end on December 31, 2020.

Information, application forms, contacts, and grant information can be found at the following links:

<https://archivemhc.com/hhf/>

<https://www.mshomecorp.com/federal-programs/bep/>

If you are planning to submit an application, please contact Ms. Lisa Coleman, Vice President of Federal Grants to discuss any questions and a time table for delivery. She can be reached at lisa.coleman@mshc.com, or hhf.bep@mshc.com, and direct phone at 601.718.4757

Thank you,

David Hancock | Vice President
Executive Division
Mississippi Home Corporation
O: 601.718.4620 | www.mshc.com



MISSISSIPPI HOME CORPORATION
HARDEST HIT FUND

BLIGHT ELIMINATION PROGRAM (BEP)

Frequently Asked Questions

How does the Blight Elimination Program work?

Municipality applies for funding through the Mississippi Home Corporation. Upon approval, the Blight Partner takes ownership of the property. The property is demolished in accordance with BEP requirements. The municipality submits all invoices to MHC for reimbursement of acquisition and demolition costs. Once MHC issues the reimbursement of funds, a lien is placed on the property for a term of three years. A portion of the lien, 33 1/3%, is forgiven annually. At the end of the three year period, the lien and all restrictions placed on the property are released,

What is the role of the Blight Partner?

At a minimum, the Blight Partner must hold title to the property and maintain it throughout the three-year Compliance Period. Additional responsibilities may be negotiated between the Applicant and the Blight Partner.

What are the benefits of being a Blight Partner?

The sole purpose of the BEP is to assist municipalities with eliminating blight in neighborhoods that are at risk of being destabilized due to depreciation of property values and/or foreclosures. The Blight Partner may assist these efforts by acquiring these properties (with up to \$6,000 reimbursed for acquisition costs) and either redevelop the property immediately or maintain the property for three years. If the property will be maintained for three years, a maximum of \$500 of the \$1,000 maintenance allowance may be used to reimburse the Blight Partner for administrative costs.

Are there any out of pocket costs to the Blight Partner?

No, the Blight Partner will not be obligated to pay any out of pocket costs. The maintenance of the property (including property taxes) will be reimbursed annually throughout the three year Compliance Period as long as it is within the \$15,000 maximum limit.

Are the BEP funds a loan or a grant?

BEP funds are disbursed in the form of a forgivable loan that is forgiven at a rate of 33 1/3% annually.

Can the loan be forgiven prior to the end of the three year term?

MHC may permit early lien release and debt forgiveness without full payment on a case-by-case basis if one of the following applies:

- (1) The property is transferred to a nonprofit 501c3 organization, a community development corporation, a faith based organization or Habitat for Humanity

- (2) The property is transferred to an adjacent neighbor as a part of a municipality's Side Lot Program.
- (3) The property is transferred to a political subdivision for public use such as parks, recreation areas, infrastructure projects, and community gardens owned by a public entity

Will a property that is not in a target area qualify for the program?

No, the property must be located in a BEP Target Area.

How can I find out if a specific property is located in a target area?

Visit our BEP Documents Page on our website at <https://archivemhc.com/hhf/>

- Click on Eligible Block Groups
- Select Target Block Groups
 - In the top left corner (Esri World Geocoder), enter the property address and then click enter
 - If the property is in a tan shaded area, then it is in a target area

If I am the owner of a blighted property, can I receive the funds to demolish the structure?

No, Treasury requires that the recipient of the grant funds be a local government agency.

What is the timeframe of the BEP?

The timeframe for BEP funds availability is extremely limited. Currently, the last day to accept applications is August 30, 2020. However, that date may be pushed up if there appears to be a lack of interest in the program.

Where can I report a blighted home in my neighborhood?

Contact your local unit of government to see if they are currently or are anticipating participating in the Blight Elimination Program.

Where can I obtain more information about the Blight Elimination Program?

BEP Information Page

<https://www.mshomecorp.com/federal-programs/bep/>

BEP Documents

<https://archivemhc.com/hhf/>

Who do I contact for more questions regarding BEP?

Lisa Coleman, VP of Federal Grants

601-718-4757

lisa.coleman@mshc.com

Lisa Tilley

From: Jason Chiniche [jason@jjc-eng.com]
Sent: Thursday, August 31, 2017 9:06 PM
To: Mike Favre; MARY BURCH; Lisa Tilley; Linda Garcia; Josh Desalvo; Buddy Zimmerman; Jeffrey Reed; Doug Seal; Gene Hoffman; Larry Smith; Gary Knoblock
Subject: Engineering Update
Attachments: 9.5.17.pdf

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See attached for Tuesday night meeting (9.5.17).

BY: email JC
MT 509-05.17

I added some additional information on the Blighted Properties Program for consideration. The main item of concern is the Blighted Partner (BP). The BP MUST control the land (own) at the time of the demolition and only up to \$6,000 is eligible for acquisition by the BP. The application also states only structures are eligible.

—let me know if anyone has any questions.

Thank You,

Jason Chiniche, P.E.
Project Manager

James J. Chiniche, P.A., Inc.
Engineering & Surveying
412 HWY 90 Suite 2
Bay St. Louis, MS 39520
228-467-6755

City of Bay St. Louis
Departmental Fee Schedule
 Effective October 1, 2017

BUILDING DEPARTMENT

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BY: *let email - CB*
mtg 9-5-17

Residential Construction	Reference ICC Building Valuation Data x the sq. footage. Base + \$7.00 per 1,000 or fraction thereof. Minimum Fee: \$70.00
Commercial Construction	Valuation as per contract \$70.00 Base Fee; Plus \$7.00 per \$1,000 or fraction thereof
Plan Review (Commercial & Residential)	Additional ½ of the total construction permit fee
Alarm (Fire & Burglar)	\$135.00
Banner	\$25.00
Boathouses	\$135.00
Bulkhead & Piers	\$135.00
Change of Contractor	\$70.00
Change of Occupancy	\$70.00
Construction Trailer	\$200.00
Demolition of Structure	\$135.00
Fence	Wood, chain link or barbwire: Under 100 Linear Feet \$35.00 Over 100 Linear Feet \$70.00 Structural for under 100 Linear Feet \$70.00 Over 100 Linear Feet \$135.00
Floodplain Development Permit	\$70.00
Moving of Structure	\$200.00
Land Disturbance	\$135.00
Mobile Home Placement	\$250.00
Permit Renewal	\$35.00
Re-Inspection	First Occurrence \$30.00 Second Occurrence \$70.00 Third Occurrence \$70.00
Sign	Less than 200 sq. ft. & not on a pole \$70.00 Over 200 sq. ft. and/or on a pole \$40.00 PLUS \$33.00 for the first \$1,000 valuation PLUS \$5.50 for each additional \$1,000 valuation or fraction thereof
Slab Removal	\$135.00
Tree Removal	\$60.00

Exhibit "M"
September 5, 2017

<u>Electrical Commercial</u>	
Valuation of \$2,499 or less	\$70.00
Valuation of \$2,500 or more	\$70.00 for the first \$2,499 PLUS \$3.00 for each additional \$100 or fraction thereof
Service Inspection	\$70.00
Temporary Pole	\$70.00
<u>Electrical Residential</u>	
Multi-family per meter	\$70.00
One/Two Family Dwelling	\$90.00
Per Circuit	\$14.00
Service Change	\$70.00
Service Inspection	\$70.00
Swimming Pool	\$35.00
Temporary Pole	\$70.00
<u>Mechanical Commercial</u>	1.35% of the total construction valuation, but not less than \$50.00
<u>Mechanical Residential</u>	Base Fee \$30.00 PLUS \$4.50 for each \$1,000 valuation or fraction thereof
<u>PLUMBING (COMMERCIAL & RESIDENTIAL)</u>	
Base Fee	\$30.00
Backflow Preventer	\$8.00
Fire Sprinkler System	\$135.00
Fixtures	\$4.00 Each
Gas Line	\$40.00
Gas Outlets	\$7.00 Each
Gas Tank Install	\$50.00
Grease Trap	\$40.00
Grinder Pump	\$70.00
Hood Suppression System	\$70.00
Water or Sewer Connection	\$7.00 Each
Swimming Pool	\$35.00

CONTRACTOR FEE

Fee for Each License Held	\$100.00
Additional Late Fee (after 30 days expired)	\$ 50.00

PLANNING & ZONING DEPARTMENT

Application	Fee
Special Use District	\$200.00
Special Subdivision	\$200.00 PLUS \$10/Lot
Variances	\$100 (r) \$200 (c)
Text Amendment	\$250.00
Map Amendment	\$250.00
Special Exception	\$100 (r) \$200 (c)
Preliminary/Final Plat Approval	\$300 PLUS \$10/Lot
Site Plan Review	\$300.00
Planned Unit Development (PUD)	\$500.00
Appeal Decisions	\$50 (r) \$100 (c)
Historical District (Residential)	
New construction or addition to dwelling	\$50.00
Incidental to primary structure (shed, sign, etc. . .)	\$25.00
Appeals	\$25.00
Historical District (Commercial)	
New construction or addition to dwelling	\$100.00
Incidental to primary structure (shed, sign, etc. . .)	\$50.00
Appeals	\$50.00

PUBLIC WORKS DEPARTMENT

Street Abandonment	\$400.00
Culverts	\$100.00 per 20 foot

NOTE: Additional fees for attorney, engineer and or other consulting services may apply.

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City of Bay St. Louis
Utility Rate and Associated Fee Schedule
Effective October 1, 2017

BY: *Get email - CB*
mtg - 9-5-17

- 1) **Residential-** The following monthly rates shall be charged for all residential utility services provided by the city:
 - A. **Gas (cubic feet)**
 1. 0 to 1,000 (minimum) \$10.00
 2. 1,000 to 15,000 per 1,000 \$10.00
 3. Over 15,000 per 1,000 \$10.00
 - B. **Water (gallons)**
 1. 0 to 3,000 (minimum) \$ 6.00
 2. Over 3,000 per 1,000 \$ 1.25
 - C. **Sewer (gallons at 85% of water use)**
 1. City sewer (flat rate) \$18.00
 2. Hancock County Utility Authority (Waste Water)
 - a. 0-3,000 gallons (minimum) \$ 5.00
 - b. Over 3,000 gallons, per 1,000 \$ 3.00
 - D. **Monthly Minimum Charges:**
 - Garbage \$ 9.75
- 2) **Commercial-** The following monthly rates shall be charged for commercial and industrial utility services provided by the city:
 - A. **Gas (cubic feet)**
 1. 0-1,000 \$10.00
 2. 1,000-25,000 per 1,000 \$10.00
 3. 25,000-50,000 per 1,000 \$10.00
 4. Over 50,000 per 1,000 \$10.00
 5. Industrial Rate- Cost of gas plus transportation.
 - B. **Water (gallons)**
 1. 0-3,000 (minimum) \$10.00
 2. Over 3,000 per 1,000 \$ 1.50
 - C. **Sewer (gallons at 85% of water use)**
 1. City sewer:
 - a. 0-3,000 \$17.00
 - b. Over 3,000 per 1,000 \$ 1.25
 2. Hancock County Utility Authority (Waste Water)
 - a. 0-3,000 \$ 7.50
 - b. Over 3,000 per 1,000 \$ 3.20

Exhibit "N"
September 5, 2017

METER INSTALLATION

WATER

3/4" Meter, Box and Pipe w/ Fittings	\$ 750.00
1" Meter, Box and Pipe w/ Fittings	\$ 700.00
2" Meter, Box and Pipe w/ Fittings	\$ 1250.00

SEWER

6" Sewer Tap	\$ 650.00
--------------	-----------

GAS

250 Meter, Regulator, Plumbing/Fittings	\$ 680.00
415 Meter, Regulator, Plumbing/Fittings	\$ 715.00
800 Meter, Regulator, Plumbing/Fittings	\$1,533.00
1000 Meter, Regulator, Plumbing/Fittings	\$1,583.00

DEPOSITS

RESIDENTIAL

Water	\$ 70.00
Gas	\$ 140.00

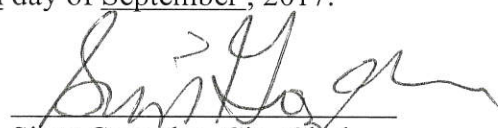
COMMERCIAL

Water	\$ 250.00
Gas	\$ 250.00

**CITY OF BAY ST. LOUIS - REQUEST FOR QUALIFICATIONS AND PROPOSAL
FROM QUALIFIED ACCOUNTING FIRMS/AUDITORS TO BE THE CITY OF BAY
ST. LOUIS' AUDITORS FOR 2016-2017 FISCAL YEAR ANNUAL AUDIT**

Be it known that at the regularly held meeting of the Bay St. Louis City Council on September 5, 2017, the Governing Authority of the City of Bay St. Louis, Mississippi decided and declared the City's intent to seek a qualified Accounting and/or Auditors to submit qualifications and a proposal to be hired as the City of Bay St. Louis, Mississippi, auditor for fiscal year 2016-2017. The auditing request is for the annual audit pursuant to Section 21-8-13, Mississippi Code Annotated and Section 21-35-31, MCA. Any qualified accounting firm/auditor interested may submit a list of the firm's audit experience and qualification and a bid proposal to act as the City's auditor for 2016-2017, fiscal year. The City of Bay St. Louis is requesting the qualifications and bid proposals for City's auditor to act for the City in the preparation, application, coordination, issuance, distribution, review and any other activity associated with the general audit in compliance with the laws referenced herein. All proposals are to be submitted to the Bay St. Louis City Hall, c/o the Bay St. Louis City Clerk at the Bay St. Louis City Hall, 688 Highway 90, Bay St. Louis, Mississippi, 228-466-8951. All proposals shall be submitted on or before 5:00 p.m. on Tuesday, October 17, 2017, wherein a regular meeting will be held at 5:30 p. m. on Tuesday, October 17, 2017 to review such bids. The City will receive, review and consider any and all bids for Auditor. Any and all applicants may receive additional information concerning the rights and obligations of Auditor as required by Mississippi Law, by contacting the Bay St. Louis City Clerk at the Bay St. Louis City Hall at 688 Highway 90, Bay St. Louis, Mississippi, 228-466-8951. The City reserves the right to reject any bids.

RESPECTFULLY SUMMITTED, this the 7th day of September, 2017.



Sissy Gonzales, City Clerk
City of Bay Saint Louis

Exhibit "0"
September 5, 2017



thyssenkrupp

RECEIVED
AUG 25 2017

BY: *via fax*
4309-05-17

ORIGINAL INVOICE

CUSTOMER NUMBER: 1123670

PLEASE REMIT TO: THYSSENKRUPP ELEVATOR CORP
PO BOX 933004
ATLANTA, GA 31193-3004

Attn: Accounts Payable
CITY OF BAY SAINT LOUIS PUBLIC
WORKS
688 HIGHWAY 90
BAY ST LOUIS, MS 39520-2715
United States

Please specify invoice number and customer number with your payment.

TERMS	REPAIR NO.	CUSTOMER REFERENCE NO.	INVOICE DATE	INVOICE NO.
IMMEDIATE	477380	SIGNED ORDER	07-14-2017	6000259782

UNIT NUMBER: US395331 LOCATION: BAY SAINT LOUIS GARAGE

SHIP TO: 122 1/2 COURT ST, BAY ST LOUIS, MS 39520-4516 US

ITEM NO.	ITEM DESCRIPTION	SERVICE DATE	QTY	UNIT	PRICE	TOTAL
	<i>mother board</i> PCP,GCIO360	07-06-2017	1	ea	\$6,817.02	\$6,817.02
	<i>control B.-</i> PCP,CRIPHNA,5.Q Board	07-06-2017	1	ea	\$4,408.57	\$4,408.57
L06001	Labor Repair Daytime	07-06-2017	5.25	Hour	\$344.00	\$1,806.00
L13001	Travel Repair Daytime	07-06-2017	1.75	Hour	\$344.00	\$602.00

LABOR AND MATERIAL TO TROUBLESHOOT THE ELEVATOR

TOTAL (EXCLUDING TAX) \$13,633.59

AMOUNT DUE (INCLUDING TAX) \$13,633.59

THYSSENKRUPP ELEVATOR CORP
1533 SAMS AVENUE
SUITE A
Harahan, LA 70123
504-733-6141

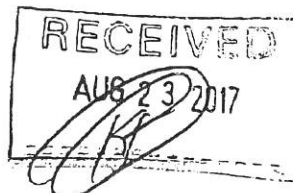


Exhibit "Q"
September 5, 2017

Linda Garcia

From: Sissy Gonzales
Sent: Friday, September 01, 2017 4:08 PM
To: Lisa Tilley; Linda Garcia
Cc: Mike Favre; Trent Favre
Subject: Emergency Purchase procedures information

RECEIVED
SEP 05 2017

BY: *email S.S.*
MF 09-05-17

FYI, this is in regard to the Thyssenkrup invoice \$13,633.59 for the repair of the Old Town Community Center elevator on the Mayor's agenda of 9/5/2017:

(k) GOVERNING AUTHORITY EMERGENCY PURCHASE PROCEDURE Purpose- No Time for Bid Procedure Notes - For Emergency Definition See Sec. 31-7-1 (f) - Commodities and Repairs Only (Construction Only as a Repair) If the governing authority, or the governing authority acting through its designee, shall determine that an emergency exists in regard to the purchase of any commodities or repair contracts, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority, then the provisions herein for competitive bidding shall not apply and any officer or agent of such governing authority having general or special authority thereof in making such purchase or repair shall approve the bill presented therefor, and he shall certify in writing thereon from whom such purchase was made, or with whom such a repair contract was made. At the board meeting next following the emergency purchase or repair contract, documentation of the purchase or repair contract, including a description of the commodity purchased, the price thereof and the nature of the emergency shall be presented to the board and shall be placed on the minutes of the board of such governing authority.



Bay St. Louis Police Department

543 Main St.
Bay St. Louis, MS 39520
Phone: 228-467-9222

RECEIVED
AUG 25 2017
BY: *via fax*
MS 09-05-17

August 8, 2017

Chief Daren Freeman
Bay St. Louis Police Department

Dear Chief Freeman,

I received a \$50 gift card from Mediacom on August 8, 2017 for being the point of contact between Mediacom and the City. I would like to donate the gift card to be used in our Officer of the Quarter Program that you implemented for the Department.

Respectfully,

A handwritten signature in black ink, appearing to read "Jeff Hendrix".

Jeff Hendrix, Lieutenant
Criminal Investigations Division

Exhibit "R"
September 5, 2017

Dear Jess Hendrix,

Please enjoy
this
gift card
as a
token
of our
appreciation
for your
business.

Mediacom
MEANS BUSINESS

Sincerely
Krista Salmon

The American Express[®] BUSINESS GIFT CARD

Instead of one place, it's good all over the place.[®]

Presented to:

With Compliments from:

Value: \$50.00

Message: THANK YOU

MEDIACOM BUSINESS

Congratulations!

Enjoy this American Express Business Gift Card wherever American Express[®] Cards are accepted in the U.S. Whether you are up for a great meal, an afternoon of pampering, an indulgent purchase or a little entertainment, use it to create your own memorable experience.

For customer service, call 1-800-297-7327. Funds do not expire. No ATM use. Not redeemable for cash, except where required by law. Use at U.S. merchants that accept American Express Cards. Additional limitations apply; see Cardholder Agreement. This Card has been provided pursuant to a reward, loyalty or promotional program. Card is issued by American Express Prepaid Card Management Corporation.



INTERGOVERNMENTAL TRANSFER OF ASSETS AGREEMENT BETWEEN THE CITY
OF BAY ST. LOUIS, MISSISSIPPI AND THE COUNTY OF HANCOCK, MISSISSIPPI

This Intergovernmental Agreement (this "Agreement"), made by and between the City of Bay St. Louis, MS and the County of Hancock, Mississippi ("Hancock County") is effective as of the 5th day of September, 2017.

WHEREAS, the City currently has 3 fleet vehicles which are no longer being used or needed for the City of Bay St. Louis, purposes described as follows:

2007 Ford VIN # 2FAHP71W07X101809
2008 Ford VIN # 2FAFP71V18X179600
2004 Chevy VIN # 2G1WZ121149326910

WHEREAS, Hancock County is in need of these vehicles for use to support the Hancock County Sheriff's Office and

WHEREAS, the City of Bay St. Louis has made findings on its minutes that the aforementioned vehicles are no longer needed for its purposes, has declared the vehicles surplus, and has made a finding that transferring the vehicles to the County for less than fair market value will be to the benefit of the citizens of the State of Mississippi, and particularly to the citizens of Hancock County, Mississippi, lessening the County's recurring expenses for vehicles and providing to the County use of the vehicles for its services; and

WHEREAS, Hancock County and Bay St. Louis have negotiated the transfer of the aforementioned vehicles and Bay St. Louis is willing to transfer these vehicles to Hancock County at a cost of \$1000.00; and paint service to the 2005 Armada (hood and roof by the Hancock County Sheriff's Office)

WHEREAS, Hancock County joins in the aforementioned findings made by Bay St. Louis and enters this Agreement for the adequate consideration stated herein, with both entities acknowledging and finding that the transfer is in the best interest of the taxpayers of the State of Mississippi, and will best and more fully provide for the public health, safety and welfare of those citizens;

IT IS THEREFORE AGREED AS FOLLOWS, that the City of Bay St. Louis, Mississippi and the County of Hancock, Mississippi find the above and foregoing factual averments to be true and correct, and for that and the other consideration discussed herein, and with both entities agreeing and acknowledging the adequacy of that consideration and the findings of fact herein, the City of Bay St. Louis and Hancock County agree as follows:

Exhibit "S"
September 5, 2017

RECEIVED
SEP 05 2017
BY: [Signature]
w/ 9-5-17

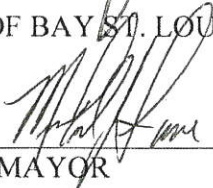
1. Bay St. Louis hereby agrees to transfer the aforementioned vehicles to Hancock County in return for \$1000.00 payment from Hancock County, the sufficiency and adequacy of which is hereby acknowledged. The purpose of this agreement is to fulfill the benefits to Hancock County Sheriff's Office of more effective coverage and use of public assets to the citizens and taxpayers of the State of Mississippi.

THIS AGREEMENT AND RESOLUTION is entered into by the City of Bay St. Louis, Mississippi and the County of Hancock, Mississippi and adopted as fact findings with the agreement effective on this the 5th day of September, 2017.

COUNTY OF HANCOCK, MISSISSIPPI

BY: 
BOARD PRESIDENT

CITY OF BAY ST. LOUIS, MISSISSIPPI

BY: 
MAYOR



Bay St. Louis Police Department

698 Hwy 90
Bay St. Louis, MS 39520
Phone: 228-467-9222 Fax: 228-466-5510



August 22, 2017

To: Chief D. Freeman
Fr: Lt. P. Phillips
Re: Surplus Vehicles

Chief Freeman, the three listed vehicles below are decommissioned and unsuitable for service to our agency and need to be classified as surplus. By their age, condition, cost of repair, and values it places them as not cost efficient for use as Emergency Response Police vehicles. Of the three vehicles, two are Ford Crown Victoria Patrol Cars and one Chevy Monte Carlo sedan by drug forfeiture. The latest book values are attached and reflect the changes of values for age, meaning next year the value depreciates to lower levels. NADA is the guide used by automotive wholesalers and dealers to reflect the value of the vehicles for trade or retail sale based on condition in which these are under "rough" for their classification. Independent adjustments (cost of repairs) for items factored to consider them best classified as "surplus". Not all repair items are listed, the most obvious and expensive are. It does not include items as body repair and refinish of paint (peeling/flaking) on both Crown Victoria models and the Monte Carlo.

Sincerely,

A handwritten signature in cursive script, appearing to read "P. Phillips".

Lt. P. Phillips

(Attachments-6 pgs)

Unit # 600/ 2008 Crown Victoria:

Transmission \$ 2979.80
Tires (4) \$ 595.44
Radiator Fan \$ 181.44/Labor \$70.00 (251.44)
H/Lp Switch \$ 45.00
Battery \$ 157.99

Total: \$ 4029.67 Book Value: \$ 800.00

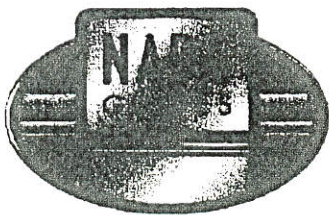
Unit # 809/ 2007 Crown Victoria:

Transmission \$ 2979.80
Tires (4) \$ 595.44
Radiator Fan \$ 181.44/Labor \$70.00 (251.44)
H/Lp Switch \$ 45.00
Battery \$ 157.99
LH-HL Assy \$ 125.00

Total: \$ 4154.67 Book Value: \$ 700.00

2004 Chevrolet Monte Carlo SS:

Engine \$ 2345.99 (does not include labor)
Transmission \$ 1598.99 (does not include labor)
Battery \$ 157.99
Tires (4) \$ 424.00 (approx)
Labor \$ 938.00 (\$67.00 per book hour-12 hr. approx)
Total: \$ 5464.97 Book Value: \$ 1125.00



NADAguides Price Report

8/22/2017

2008 Ford Crown Victoria-V8

Sedan 4D Police Interceptor

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$750	\$1,400	\$1,925	\$3,625
Mileage (108,179)	\$375	\$375	\$375	\$375
Total Base Price	\$1,125	\$1,775	\$2,300	\$4,000
Options:				
W/out Power Seat	-\$200	-\$200	-\$200	-\$200
W/out Cruise Control	-\$125	-\$125	-\$125	-\$125
Price with Options	\$800	\$1,450	\$1,975	\$3,675

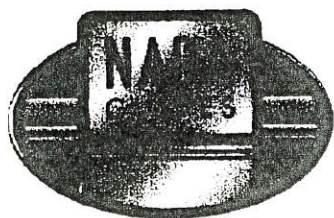
Rough Trade-In - Rough Trade-in values reflect a vehicle in rough condition. Meaning a vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition. Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust or obvious signs of previous repairs. Interior reflects above average wear with inoperable equipment, damaged or missing trim and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery. Vehicle may have a branded title and un-true mileage. Vehicle will need substantial reconditioning and repair to be made ready for resale. Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Average Trade-In - The Average Trade-In values on nadaguides.com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Trade-In - Clean Trade-In values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Clean Retail - Clean Retail values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition. Note: Vehicles with low mileage that are in exceptionally good condition and/or include a manufacturer certification can be worth a significantly higher value than the Clean Retail price shown.

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NADAguides Price Report

8/22/2017

2007 Ford Crown Victoria-V8

Sedan 4D Police Interceptor

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$700	\$1,325	\$1,850	\$3,525
Mileage (118,660)	\$300	\$300	\$300	\$300
Total Base Price	\$1,000	\$1,625	\$2,150	\$3,825
Options:				
W/out Power Seat	-\$175	-\$175	-\$175	-\$175
W/out Cruise Control	-\$125	-\$125	-\$125	-\$125
Price with Options	\$700	\$1,325	\$1,850	\$3,525

Rough Trade-In - Rough Trade-In values reflect a vehicle in rough condition. Meaning a vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition. Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust or obvious signs of previous repairs. Interior reflects above average wear with inoperable equipment, damaged or missing trim and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery. Vehicle may have a branded title and un-true mileage. Vehicle will need substantial reconditioning and repair to be made ready for resale. Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Average Trade-In - The Average Trade-In values on nadaguides.com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Trade-In - Clean Trade-In values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Clean Retail - Clean Retail values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition. Note: Vehicles with low mileage that are in exceptionally good condition and/or include a manufacturer certification can be worth a significantly higher value than the Clean Retail price shown.

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8/22/2017

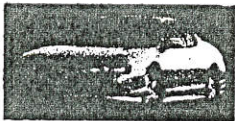
2004 Chevrolet Monte Carlo Coupe 2D SS Prices, Values & Monte Carlo Coupe 2D SS Price Specs | NADAguides



Autos

NADAGUIDES CAR PRICES CAR RESEARCH TOOLS CAR DEALS COMPARE CARS

Change Make > Change Year & Model > Change Trim > Change Mileage & Options > Values



2004 Chevrolet Monte Carlo-V6

Coupe 2D SS

[Compare to Other Cars](#)

[View Pictures \(1\)](#)



When shopping for a Chevy, which is the most important?

Reliability Fuel Efficiency Other

[Submit and view results](#)

Values

[Print](#)

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$1,125	\$1,775	\$2,300	\$4,025
Mileage (160,000)	N/A	N/A	N/A	N/A
Total Base Price	\$1,125	\$1,775	\$2,300	\$4,025
Options: (change)				
Price with Options	\$1,125	\$1,775	\$2,300	\$4,025

Search car listings & find the right car for you. [Click here for '2004 Chevrolet Monte Carlo' local listings >>](#)

Search Used Car Listings

We found 2004 Chevrolet listings within 200 miles of your zip code.
Click on any photo or "Go" to get pricing and location details.

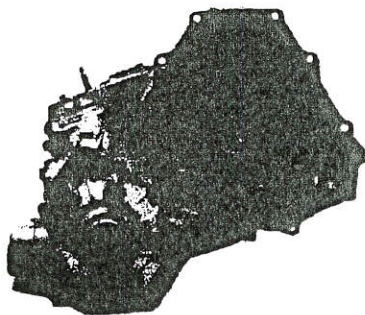
Red Monte Carlo
86,901 miles
Distance: 143 miles

8/22/2017

All Trans Automatic Transmission A175024 - Read Reviews on All Trans #A175024

Home / Parts / Powertrain / Transmission - Automatic / Automatic Transmission / All Trans Automatic Transmission

All Trans Automatic Transmission



✔ IT FITS. This product is a fit for your: 2004 Chevrolet Monte Carlo 3.8L FI OHV 6cyl

Part Number: A175024
Warranty: 3 years

(0 reviews)

Pick Up In Store:
Not Available
Ship To Home: In Stock
| Est. Delivery: Sep 05-06 ⓘ

☐ Fits Your Vehicle ☐ Sign Up to see what your friends like.

Features & Benefits Reviews Vehicle Fitment

Features & Benefits

Automatic transmissions are assembled by certified technicians with quality components that meet or exceed OEM specifications. Each unit is then QC checked and dynamometer tested to ensure quality and performance.

- Transmissions are shipped complete with a balanced and dynamometer tested torque converter.
- Original design improvements are performed on transmissions with inherent problems.
- All internal components are inspected to meet or exceed OEM specifications or replaced with new.
- Valve bodies are completely disassembled, cleaned, updated, and fully tested.

Product Details

Part Number:	A175024
Weight:	207.00lbs
Warranty:	3 years
Notes:	The VIN #s required to ensure that the correct part is shipped. Tag ID #4LDB. "Please call for customer service and availability at 1-800-858-7289". "Expected delivery date does not account for the required special freight shipping. Most deliveries will arrive within 5-7 business days".
Color / Finish:	Grey
Core Charge Applicable:	Yes
Gear Count:	4
Item Grade:	OEM Standard
Transmission Drive Style:	Yes
Package Contents:	Shipping Tub, Remanufactured Transmission, Remanufactured Torque Converter, Installation Seals/ Gaskets, Instruction Sheets
Product Condition:	Remanufactured
Torque Converter:	Yes
Transmission Control Type:	Electronic
Transmission Drive Type:	Two Wheel Drive (2WD)
Transmission Type:	4T65E
Transmission Valve Body Style:	Automatic
Shipping	Overweight/Oversized Item. May require special

Price: \$1598.99
Core: \$ 405.00
Total: \$ 2003.99

Start earning AutoZone Rewards credits with this purchase! Find Out How

Hot Deals & Savings ▾

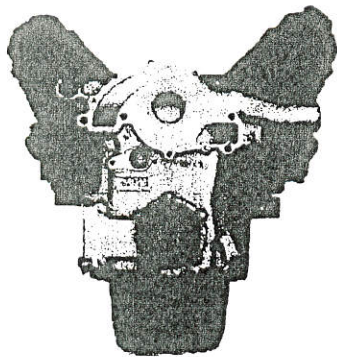
FREE Shipping
On orders \$75 or Greater and
FREE Shipping to APO, FPO,
DPO addresses. See Details

8/22/2017

PROformance Engine VB57 - Read Reviews on PROformance #VB57

Home / Parts / Powertrain / Engine / Proformance Engine

PROformance Engine



IT FITS. This product is a fit for your: 2004 Chevrolet Monte Carlo 3.8L FI OHV 6cyl

Part Number: VB57
Warranty: 4 years
(0 reviews)
Pick Up In Store:
Not Available
Ship To Home: In Stock
| Est. Delivery: Sep 05-06

Price: \$2345.99
Core: \$ 260.00
Total: ~~\$2605.99~~

Start earning AutoZone Rewards credits with this purchase! Find Out How

Hot Deals & Savings
FREE Shipping
On orders \$75 or Greater and FREE Shipping to APO, FPO, DPO addresses. See Details

Fits Your Vehicle

Sign Up to see what your friends like.



Features & Benefits Reviews Vehicle Fitment

Features & Benefits

Your re manufactured engine is tested in several specific ways after being assembled: multiple pressure tests – each component is carefully checked after being cleaned to see if cracks or other defects exist in the casting. After being assembled, we pressurize the water jacket with 30 lbs. of air pressure. As a result of these tests, you can be sure your unit will not have coolant leaks. "SIM" test – after pressure testing, our final check of engine performance is a spin test. We turn the engine at 400 RPM with oil pressure lines attached. The test measures compression on each cylinder, oil pressure, oil flow and allows an easy visual check that oil is reaching all critical areas. This test also allows the rear main seal to be checked for leaks. We produce most engines as long block assemblies that ship with a finishing gasket set and a new oil pump. We also produce many of the most popular engines as dressed alternatives. These engines save installer's time and money as they come complete with oil pan and/or front cover and in some cases valve covers already installed.

- Sim tested for compression, leaks, noises & oil pressure.
- Engines come with installation gasket sets and oil pumps unless noted otherwise
- Long blocks securely packaged for safe delivery and easy core return from nationwide warehouses for fast delivery.
- Every engine that we re manufacture is reverse engineered to ensure that any original factory defects are removed.

Product Details

Part Number:	VB57
Weight:	295.00lbs
Warranty:	4 years
Notes:	Long block IMPORTANT: See Warranty Information Bulletin. The VIN# is required to ensure that the correct part is shipped. Exclusive 4 yr/unlimited mileage "No Fault" Warranty. Block cast #029. Crank cast #2170. Left head cast #134, 4781. Right head cast #134, 4781. Roller Cam, roller rockers. With tinware. Call Proformance at 1-800-790-9195 for customer service, availability and technical assistance. "Expected delivery date does not account for the required special freight shipping. Most deliveries will arrive within 5-7 business days".
Additional Contents:	Gasket Kit
Air Cleaner Included:	No
Camshaft Configuration:	OHV
Camshaft Lifter Style:	Hydraulic
Camshaft Pre-Timed:	Yes
Carburetor Included:	No
Cylinder Head Material:	Iron

Needed to complete the FY2018 MOHS agreement due August 30, 2017.

Page 1:

- 1) Signature of Mayor Favre- red arrow

Page 24:

- 2) Signature of Mayor Favre- red arrow

Page 25:

- 1) Date of open meeting- red arrow 1
- 2) Name of Council President- red arrow 2
- 3) Current Council President- yellow arrow 1
- 4) Presenting Council member- yellow arrow 2
- 5) Seconded by Council member- yellow arrow 3
- 6) Signature of Council President- red arrow 3

Exhibit "T"
September 5, 2017



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

July 6, 2017

Les Fillingame, Mayor
City of Bay St. Louis
698 US Hwy 90
Bay St. Louis, MS 39520

Dear Mayor Fillingame:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Bay St. Louis Grant Agreement for the Fiscal Year 2018. Your agency has been approved for Police Traffic Services program, in the amount of \$12,805.00, pending final review and approval by NHTSA in the FY18 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency authorized official (Mayor, Board of Supervisor, President, Board President, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency at an upcoming Implementation meeting.

All FY18 grant activities begin October 1, 2017 and must be concluded by September 30, 2018. In addition, the FY18 Sub-Grantee Closeout Report must be received at the MOHS, no later than COB November 15, 2018.

Please thoroughly read the grant agreement, certifications and assurances, as changes have been made for FY18. **Your completed grant agreement must be returned to the MOHS by COB August 11, 2017.** Please make sure that you complete the following documents, in their entirety and all forms are signed by the Authorized Signatory Official (**Board President or Mayor**), when returning the grant agreement:

1. Signature Page (original signature in BLUE ink);
2. Completed Agreement of Understanding & Compliance;
3. Completed Governmental Resolution Form; and
4. Enclose a copy of your agency's leave policy, overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2017–September 30, 2018)

Failure to return your completed grant agreement and required documents by the above stated date, will result in the reallocation of grant funds. Please mail the completed grant agreement and required documents to the following address:

Mississippi Office of Highway Safety
Attn: Robin Layton
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Traffic Safety Specialist, Lacey McKee if you should have any questions concerning the completion of the grant agreement. You may reach your Traffic Safety Specialist at 601-977-3733 or lmckee@dps.ms.gov.

In pursuit of public safety,

Robin Layton, Occupant Protection/Police Traffic Services Division Director
Mississippi Office of Highway Safety


FY18 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

Subgrantee's Name & Mailing Address: City of Bay St. Louis/ Bay St. Louis Police Department 543 Main Street Bay St. Louis, MS 39520 Telephone Number: (228) 467-9222 FAX: (228) 467-5510 E-Mail: wmayley@bavstlouis-ms.gov		2. Effective Date of Grant: October 1, 2017			
		3. Subgrant Number: PT-2018-PT-20-21			
		4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY18			
		5. Beginning and Ending Dates: October 1, 2017 - September 30, 2018			
		6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method			
7. CFDA # - 20.600		8. DUNS # - 050584689		9. Congressional District - 1	
10. A.FAIN#: 18X9204020MS17		11.A: Initial Federal Award Date: 1/19/2017		12. Research and Development Grant: <u> </u> Yes <u> X </u> No	
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:			
13. The following funds are obligated: FY18 Funding					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$12,805.00	(1) Federal	\$12,805.00		100%
(2) Personal Services-Fringe		(2) State			
(3) Contractual Services		(3) Local			
(4) Travel		(4)Other			
(5) Equipment		Total:	\$12,805.00		100%
(6) Commodities		E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs		Number of Grants: 1	402PT		Total
TOTAL	\$12,805.00	TOTAL:	\$12,805.00		\$12,805.00
The Subgrantee agrees to operate the program outlined in this agreement in accordance with all provisions of this agreement as included herein. The following sections are attached and incorporated into this agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; and Agreement of Understanding and Compliances.					
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.					
14. Approved for Grantee:		15. Approved for Sub-grantee:			
Signature _____ Date _____		Signature  Date <u>9-5-17</u>			
Name: Helen Porter Title: MOHS Office Director, MS Office of Highway Safety		Name: Mike Favre Title: Mayor, City of Bay St. Louis			

FY18 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY18.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources bases on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries part time that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaigns during the blitz campaigns.

FY18 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: Bay St. Louis Police Department

List the target(s) that the sub-grantee will accomplish during the FY18 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Bay St. Louis Police Department will reduce the number of unbelted fatalities from 2 in 2015 to 1 by the end of 2018.

The jurisdiction/agency of Bay St. Louis Police Department will reduce the number of unbelted injuries from 10 in 2015 to 5 by the end of 2018

The jurisdiction/agency of Bay St. Louis Police Department will maintain the number of speed related fatalities from 1 in 2015 to 1 by the end of 2018.

The jurisdiction/agency of Bay St. Louis Police Department will reduce the number of speed related injuries from 6 in 2015 to 3 by the end of 2018.

Performance Measures:

Increase the number of grant funded Seat Belt citations by 100% from 0 in FY16 to 50 in FY18.

Increase the number of grant funded Child Restraint citations by 100% from 0 in FY16 to 10 in FY18.

Increase the number of grant funded Speed citations by by 100% from 0 in FY16 to 500 in FY18.

Strategies:

Overtime Enforcement

4 Checkpoints

4 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Conduct 4 of education outreach activities/presentations

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement:

Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement:

Christmas/New Year's

Super Bowl

4th of July

Labor Day

Any other enforcement period coordinated by MOHS

FY18 MOHS TASKS BY QUARTERS									
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AGENCY NAME: Bay St. Louis Police Department

PROJECTION TASKS BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS	
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.	
1st QUARTER (OCTOBER, NOVEMBER & DECEMBER) Attend, at a minimum, one (1) MAHSL meeting during quarter. Attend LEL Troop Network meeting. Conduct not less than <u>1</u> checkpoints during quarter. Conduct not less than <u>1</u> saturation patrols during quarter. Issue a minimum of <u>12</u> Seat Belt citations during quarter, to reach 25% goal of <u>50</u> for FY2018. Issue a minimum of <u>2</u> Child Restraint citations during quarter, to reach 25% goal of <u>10</u> for FY2018. Issue a minimum of <u>125</u> Speed citations during quarter, to reach 25% goal of <u>500</u> for FY2018. Agency will conduct not less than <u>1</u> school, community and/or public information and education presentation during the quarter. Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.) <u>Additional Tasks:</u> Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement.	
Projected Expenditures for 1st Quarter: \$1,920.75	

FY18 MOHS TASK BY QUARTERS									
Task	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Total
1. Develop and implement a comprehensive risk management plan	10	15	20	25	10	15	20	25	100
2. Conduct a thorough financial audit	15	20	25	30	15	20	25	30	150
3. Implement a new HR system	20	25	30	35	20	25	30	35	200
4. Develop a new marketing strategy	25	30	35	40	25	30	35	40	250
5. Conduct a comprehensive IT security audit	30	35	40	45	30	35	40	45	300
6. Implement a new CRM system	35	40	45	50	35	40	45	50	350
7. Develop a new product line	40	45	50	55	40	45	50	55	400
8. Conduct a comprehensive environmental impact study	45	50	55	60	45	50	55	60	450
9. Implement a new supply chain management system	50	55	60	65	50	55	60	65	500
10. Develop a new business plan	55	60	65	70	55	60	65	70	550
11. Conduct a comprehensive legal review	60	65	70	75	60	65	70	75	600
12. Implement a new accounting system	65	70	75	80	65	70	75	80	650
13. Develop a new training program	70	75	80	85	70	75	80	85	700
14. Conduct a comprehensive customer satisfaction survey	75	80	85	90	75	80	85	90	750
15. Implement a new inventory management system	80	85	90	95	80	85	90	95	800
16. Develop a new sales strategy	85	90	95	100	85	90	95	100	850
17. Conduct a comprehensive financial forecast	90	95	100	105	90	95	100	105	900
18. Implement a new project management system	95	100	105	110	95	100	105	110	950
19. Develop a new brand identity	100	105	110	115	100	105	110	115	1000
20. Conduct a comprehensive market research	105	110	115	120	105	110	115	120	1050
21. Implement a new HR policy	110	115	120	125	110	115	120	125	1100
22. Develop a new business model	115	120	125	130	115	120	125	130	1150
23. Conduct a comprehensive financial analysis	120	125	130	135	120	125	130	135	1200
24. Implement a new CRM software	125	130	135	140	125	130	135	140	1250
25. Develop a new product line	130	135	140	145	130	135	140	145	1300
26. Conduct a comprehensive environmental impact study	135	140	145	150	135	140	145	150	1350
27. Implement a new supply chain management system	140	145	150	155	140	145	150	155	1400
28. Develop a new business plan	145	150	155	160	145	150	155	160	1450
29. Conduct a comprehensive legal review	150	155	160	165	150	155	160	165	1500
30. Implement a new accounting system	155	160	165	170	155	160	165	170	1550
31. Develop a new training program	160	165	170	175	160	165	170	175	1600
32. Conduct a comprehensive customer satisfaction survey	165	170	175	180	165	170	175	180	1650
33. Implement a new inventory management system	170	175	180	185	170	175	180	185	1700
34. Develop a new sales strategy	175	180	185	190	175	180	185	190	1750
35. Conduct a comprehensive financial forecast	180	185	190	195	180	185	190	195	1800
36. Implement a new project management system	185	190	195	200	185	190	195	200	1850
37. Develop a new brand identity	190	195	200	205	190	195	200	205	1900
38. Conduct a comprehensive market research	195	200	205	210	195	200	205	210	1950
39. Implement a new HR policy	200	205	210	215	200	205	210	215	2000
40. Develop a new business model	205	210	215	220	205	210	215	220	2050

AGENCY NAME: Bay St. Louis Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS	
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.	
2nd QUARTER (JANUARY, FEBRUARY & MARCH)	
Attend, at a minimum, one (1) MAHSL meeting during quarter.	
Attend LEL Troop Network meeting.	
Conduct not less than <u>1</u> checkpoints during quarter.	
Conduct not less than <u>1</u> saturation patrols during quarter.	
Issue a minimum of <u>12</u> Seat Belt citations during quarter, to reach 25% goal of <u>50</u> for FY2018.	
Issue a minimum of <u>2</u> Child Restraint citations during quarter, to reach 25% goal of <u>10</u> for FY2018.	
Issue a minimum of <u>125</u> Speed citations during quarter, to reach 25% goal of <u>500</u> for FY2018.	
Agency will conduct not less than <u>1</u> school, community and/or public information and education presentation during the quarter.	
Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)	
<u>Additional Tasks:</u>	
Participate in the State New Year's and the State Super Bowl blitz campaign with enhanced PT enforcement.	
Projected Expenditures for 2nd Quarter: \$1,920.75	

FY18 MOHS TASK BY QUARTERS

AGENCY NAME: Bay St. Louis Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
<p>3RD QUARTER (APRIL, MAY & JUNE)</p> <p>Attend, at a minimum, one (1) MAHSL meeting during quarter.</p> <p>Attend LEL Troop Network meeting.</p> <p>Conduct not less than <u>1</u> checkpoints during quarter.</p> <p>Conduct not less than <u>1</u> saturation patrols during quarter.</p> <p>Issue a minimum of <u>13</u> Seat Belt citations during quarter, to reach 25% goal of <u>50</u> for FY2018.</p> <p>Issue a minimum of <u>3</u> Child Restraint citations during quarter, to reach 25% goal of <u>10</u> for FY2018.</p> <p>Issue a minimum of <u>125</u> Speed citations during quarter, to reach 25% goal of <u>500</u> for FY2018.</p> <p>Agency will conduct not less than <u>1</u> school, community and/or public information and education presentation during the quarter.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)</p> <p><u>Additional Tasks:</u></p> <p>Participate in the national Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least two (2) newspaper, television or radio presentations.</p>
Projected Expenditures for 3 rd Quarter: \$5,122.00

FY18 MOHS TASK BY QUARTERS									
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AGENCY NAME: Bay St. Louis Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
<p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>
<p>4TH QUARTER (JULY, AUGUST & SEPTEMBER)</p> <p>Attend, at a minimum, one (1) MAHSL meeting during quarter.</p> <p>Attend LEL Troop Network meeting.</p> <p>Conduct not less than <u>1</u> checkpoints during quarter.</p> <p>Conduct not less than <u>1</u> saturation patrols during quarter.</p> <p>Issue a minimum of <u>13</u> Seat Belt citations during quarter, to reach 25% goal of <u>50</u> for FY2018.</p> <p>Issue a minimum of <u>3</u> Child Restraint citations during quarter, to reach 25% goal of <u>10</u> for FY2018.</p> <p>Issue a minimum of <u>125</u> Speed citations during quarter, to reach 25% goal of <u>500</u> for FY2018.</p> <p>Agency will conduct not less than <u>1</u> school, community and/or public information and education presentation during the quarter.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)</p> <p><u>Additional Tasks:</u></p> <p>Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT enforcement.</p>
<p>Projected Expenditures for 4th Quarter: \$3,841.50</p>

FY18 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Bay St. Louis/Bay St. Louis Police Department				
2. Subgrant Number: PT-2018-PT-20-21		3. Grant ID: 402 Police Traffic Services FY18	4. Beginning: October 1, 2017	
6. Activity: 402 Police Traffic Services			5. Ending: September 30, 2018	
8. Category & Line Item	10. Description of item and/or Basis for Valuation	11. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$25.61 X approx. 500 hours = \$12,805.00 Total Salaries = \$12,805.00	\$12,805.00		\$12,805.00
	Not to exceed = \$12,805.00			
Fringe				
Contractual Services				
Travel				
Equipment				
Commodities				
Indirect Costs				
TOTALS		\$12,805.00		\$12,805.00

Mississippi Office of Highway Safety

FY18 Agreement of Understanding and Compliance

This agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.336, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-grantee.

- E. Unless otherwise directed, Sub-grantees must submit monthly reimbursement and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Tasks by Quarter Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status quarterly and shall be submitted to the State no later than the 10th working day following the end of each quarter.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests **delayed**, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-grantee shall immediately notify the MS Office of Highway Safety if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-grantee further agrees to transfer or otherwise dispose of such equipment as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the sub-grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00 must be approved in writing from the National Highway Traffic Safety Administration before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are 100% funded must be new positions. If staff of the Sub-grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require time certification and/or detailed activity documentation as directed by MS Office of Highway Safety.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel-All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel- All federal funded **in state travel** requires **itemized receipts** for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
- B. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective until both parties have executed the modification.
- C. Sub-grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-grantee and used for project related expenses or to offset eligible expenses with the approval of the MS Office of Highway Safety.
- E. Local government Sub-grantee **must complete** the "Local Governmental Resolution" included within this document, or a similar, equally binding resolution. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**

- F. Sub-grantee must maintain in the agency grant file the most current copy of the following policies with the application for funding. If agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- G. Sub-grantee must submit to the MS Office of Highway Safety a copy of the following policy(s):
- Payroll Schedule- To payroll period begin and payroll end dates & check date).
 - Leave policy (vacation, sick leave, holiday, & compensatory time)
 - Overtime Policy
- H. All training received under federal funded programs must be program related and the Sub-grantee must maintain a copy of the certificate of completion and must be available for inspection in the Sub-grantee grant file. A copy of the certificate of completion must be submitted to the MOHS for reimbursement of training expenses.
- I. A Property Inventory form must be completed for all equipment. All equipment cost exceeding \$500.00 will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the agency's grant file.
- J. Implementation of Agreement: All sub-grantees are required to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- K. Termination of Agreement:
- In the event of Sub-grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this agreement by giving the Sub-grantee a thirty (30) day notice. Before issuing notice of termination of this agreement, the MS Office of Highway Safety, shall allow the Sub-grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
 - Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-grantee shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

- Sub-grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the agreement by the MS Office of Highway Safety, will result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are not allowable for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).

- Overtime for police officers attending drug recognition expert training.

D. Program Administration

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.474).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.
- Drug impaired activities, equipment and drug impaired training is not allowable with Sections 154/164 funds.

E. Lobbying

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local - No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00 must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Full Time Officer's salary for training. MOHS will reimburse an officer's salary as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.

- Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training must be included within the grant agreement. Only DUI/alcohol training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS will not reimburse for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS agreement. Any training or training assistance that is claimed and not listed in the approved MOHS agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is not allowable for sub-grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other State or private entities the following clause:
 “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

STATE CERTIFICATION AND ASSURANCE

**CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
SUB-GRANTEE GRANTEES AND SUB-GRANTEES**

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or sub-grant Sub-grantee Recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts Emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient does not show compliance with the statute emphasized above, the grantee, sub-grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, sub-grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by submitting a true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.

* * * * *

A copy of the vehicular pursuit policy must be maintained in the Sub-grantee grant file. This original signed form, together with the pertinent state, county or local policies to include, but not limited to the emergency response and vehicular pursuit policies with training procedures must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, upon approval of the contract and prior to the beginning date.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES
Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)
Coordination and High Visibility Enforcement (HVE) Participation Compliance
(Applies only to Law Enforcement Sub-grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-grantee with a LEL Network Coordinator Grant **must hold** at least one quarterly LEL Troop Network meeting to promote State/County/Local networking, the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-grantees Only)**
2. Sub-grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-grantees Only)**
3. Sub-grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, DUI arrests and other

citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement will result in the withholding of reimbursement payments.

6. Sub-grantee **is required** to generate earned media (example: press conference, TV, radio or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Including Impaired, Unbelted and Speed)
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Subgrantee **agrees and commits** to have the DUI/Impaired Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Full Time DUI/Impaired Officer(s) Shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.
 - Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval **must** be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.

4. The Sub-grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-grantee **must engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-grantee **must generate** earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services

High Visibility Enforcement (HVE)

Applies only to Sub-grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **must submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement will result in the withholding of reimbursement payments.
3. Sub-Grantee **must generate** earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific

audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

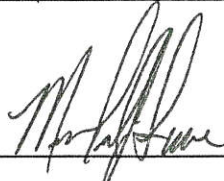
Sub grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy within ninety (90) days of completion of an audit of the agency.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

As the Authorized Official for, City of Bay St. Louis (Sub-grantee), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement.

I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

Therefore, the Agency, I represent promises and will comply with all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

_____	<u>9-5-17</u>
Authorized Official's Signature (Sub-Grantee)	Date
<u>Mike Favre</u>	Mayor 
[Typed or Printed Name]	[Person's Organizational Title]

* * * * *

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within forty-five (45) days of receiving the attached grant award letter.

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City Council

(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (entitled) 402 Police Traffic Service and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City Council

(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE JURISDICTION Bay St. Louis MISSISSIPPI,
THIS 5 Day of SEPTEMBER, 20 17 AS FOLLOWS:

1. That the project above is in the best interest of the Sub-grantee and the general public.
2. Mayor Michael J. Favre is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding
in the amount of \$ \$12,805.00 to be made to the Sub-grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. That the Sub-grantee has formally agreed to provide a cash and/or in-kind contribution of
\$ 0.00 as required by the project. (If Applicable)
(Local Match Amount)
4. One original or certified copy of this resolution must be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: Doug Seal - President - Council
(Chairman of the Board/Mayor-Blue Ink)

Alderman/Councilperson Hoffman offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson Knoblock and, was duly adopted.

Date: September 5, 2017

Attest: Ann Only Lisa Tilley

Seal

By: Clerk of Council
(Blue Ink)

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program
FY 2017 Local Solicitation

Certifications and Assurances
by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2017 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 42 U.S.C. § 3752(a), I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification—(a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I certify that—(a) the programs to be funded by the award (if any) that OJP makes based on the application described above meet all the requirements of the JAG Program statute (42 U.S.C. §§ 3750-3758); (b) all the information contained in that application is correct; (c) in connection with that application, there has been appropriate coordination with affected agencies; and (d) in connection with that award (if any), the applicant unit of local government will comply with all provisions of the JAG Program statute and all other applicable federal laws.
7. I have examined certification entitled "State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373" executed by the chief legal officer of the applicant government with respect to the FY 2017 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant unit of local government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDJ, including by OJP and by the USDJ Office of the Inspector General.

Signature of Chief Executive of the Applicant Unit of Local Government

MIKE FAVERI
Printed Name of Chief Executive

9-5-17
Date of Certification

MAJOR
Title of Chief Executive

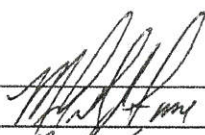
Name of Applicant Unit of Local Government

Σxh.b.7 "U"
September 5, 2017

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: U.S. Department of Justice			7. Federal Program Name/Description: Edward J Byrne Memorial Justice Assistance Grant- Local CFDA Number, if applicable: 16.738		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): Not applicable			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Not applicable		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: MIKE FAVRE Title: Mayor Telephone No.: (228) 466-8951 Date: 9/5/2017		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Bay St. Louis

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. Organizational DUNS:

d. Address:

* Street1:

688 Highway 90

Street2:

* City:

Bay St. Louis

County/Parish:

* State:

MS: Mississippi

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

39521-2550

e. Organizational Unit:

Department Name:

Bay St Louis Police Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Wes

Middle Name:

* Last Name:

Mayley

Suffix:

Title:

Captain

Organizational Affiliation:

Bay St. Louis Police Department

* Telephone Number:

(228) 466-5492

Fax Number:

* Email:

wmayley@baystlouis-ms.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Justice Office of Justice Programs

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward J Byrne Memorial Grant Program FY17 Local Solicitation

*** 12. Funding Opportunity Number:**

BJA-2017-11301

* Title:

Edward J Byrne Memorial Grant Program FY17 Local Solicitation

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Funding is requested to purchase 35 portable radios to ensure continued participation in the County, regional and Mississippi Public Safety/Emergency Management Interoperable Communications system.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant MS-005

* b. Program/Project MS-005

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 11/01/2017

* b. End Date: 07/31/2018

18. Estimated Funding (\$):

* a. Federal	122,260.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	122,260.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

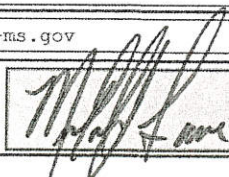
Prefix: Mr. * First Name: Michael
Middle Name:
* Last Name: Favre
Suffix:

* Title: Mayor, City of Bay St. Louis

* Telephone Number: (228) 466-8951 Fax Number: (228) 466-5490

* Email: Mayorsoffice@baystlouis-ms.gov

* Signature of Authorized Representative:



* Date Signed: 9-5-17

The following Certification must be completed by all State or local government subrecipients that will receive FY 2017 Community Policing Development Program subaward funds.

Certification of Compliance with 8 U.S.C. § 1373

On behalf of the subrecipient entity named below, I certify under penalty of perjury to the Office of Community Oriented Policing Services, U.S. Department of Justice, that all of the following is true and correct:

- (1) I am chief legal officer for the subrecipient entity named below and have the authority to make this certification on behalf of the subrecipient entity (that is, the State or local government entity that will receive FY 2017 Community Policing Development Program subaward funds from awards made by the Office of Community Oriented Policing Services). For purposes of this certification, the subrecipient entity's "chief legal officer" is that of the subrecipient's State or local governing body (e.g., City or County Attorney).
- (2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities and officials regarding information on citizenship and immigration status. I have reviewed the provisions set out at 8 U.S.C. § 1551 note, pursuant to which references to the Immigration and Naturalization Service in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I understand that the U.S. Department of Justice will require States and units of local government to comply with 8 U.S.C. § 1373 with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided under the FY 2017 Office of Community Oriented Policing Services programs, including any such program or activity of a governmental entity that is a subrecipient (at any tier) of funds under an FY 2017 program.
- (4) I understand that, for purposes of this certification, "program or activity" means what it means under section 606 of title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-4a).
- (5) I have conducted (or caused to be conducted on my behalf) a diligent inquiry and review concerning both—
 - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under the FY 2017 program, and
 - (b) any prohibitions or restrictions potentially applicable to the program or activity funded under the FY 2017 program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity or official.
- (6) As of the date of this certification, no State or local government entity or official has in effect (or purports to have in effect) any prohibition or restriction that is applicable to the program or activity to be funded in whole or in part under the FY 2017 program and that deals with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b).

I acknowledge that a false statement in this certification may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795), of administrative action, and/or of civil action in court. I also acknowledge that Office of Community Oriented Policing Services awards, including certifications provided in connection with such awards, are subject to review by the Office of Community Oriented Policing Services and/or by the Department of Justice's Office of the Inspector General.

Signature of Chief Legal Officer

9/15/2017

Date of Certification

City of Bay St. Louis

Name of Applicant Entity

Printed Name of Chief Legal Officer

City Attorney

Title of Chief Legal Officer

Bay St. Louis Police Dept.

Name of Subrecipient Entity

EQUIPMENT LEASE-PURCHASE AGREEMENT

4/21/11 This Equipment Lease-Purchase Agreement (the "Agreement") dated as of 4/21/11 is entered into between BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor"), whose Principal Office (herein so called) is located at Hattiesburg, Mississippi and City of Bay St. Louis, MS, (the "Lessee"), acting by and through Honorable Mayor and Councilmen, the Governing Body of the Lessee.

1. Agreement to Lease. In consideration of the rental provided herein, and the other covenants contained herein, Lessor hereby agrees to lease and rent to Lessee, and Lessee hereby agrees to lease and rent from Lessor, all the machinery, equipment and other personal property ("Equipment") described in Equipment Lease Schedule(s) ("Equipment Schedules") now or hereafter executed by Lessor and Lessee and attached hereto and incorporated herein by reference as Exhibit B upon the terms and conditions set forth in this Agreement, as supplemented by the terms and conditions set forth in the appropriate Equipment Schedule identifying such item of Equipment and such other Equipment Schedules as may be executed by Lessor and Lessee and attached hereto and incorporated herein by reference.

2. Lease Term. The obligations of Lessor and Lessee under this Agreement will commence upon the execution hereof by Lessor and Lessee and will end upon the full performance and observance of each and every term, condition, and covenant contained herein, each Schedule hereto and any extensions thereof. The rental term of the Equipment listed in each Equipment Schedule shall commence on the date that the rental payment is due as provided in the Equipment Schedule and shall terminate on the last day of the term stated in such Equipment Schedule. This Agreement shall be automatically renewed on a year-to-year basis except as provided for in Paragraph 4.

3. Rental Payments. The rent for the Equipment described in each Equipment Schedule shall be the total sum stated on such Equipment Schedule, in installments, and shall be due and payable on the dates set forth therein. A portion of each such rental payment is paid as, and represents a payment of interest and each Equipment Schedule sets forth the applicable interest rate and interest component of each rental payment; /provided however such interest component is subject to change as provided in Paragraph 12 hereof. Such rent shall be payable from legally available funds of the Lessee in lawful money of the United States, without notice or demand, at the Principal Office of the Lessor or its assigns (or at such other place as Lessor may from time to time designate in writing). The receipt of any check or other item on account of any rental payment will not be considered as payment thereof until such check or other item is honored when presented for payment. All rental payments shall be made by the Lessee without abatement, setoff, or deduction of any amounts whatsoever. The obligations of Lessee to pay rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of an indebtedness by Lessee.

4. Continuation of Lease by Lessee. (a) Lessee intends to comply with each term, condition and covenant of this Agreement during the term hereof and to pay the rent due hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all rent payments due hereunder shall be obtained. Lessee agrees to include in its budget

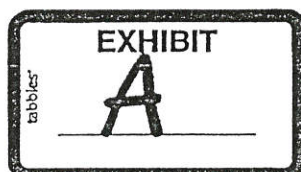


Exhibit "V"
September 5, 2017

for each fiscal year during the term of this Agreement all rent payments due hereunder and to do all other things necessary and lawfully within its power to have such portion of the budget approved to obtain and provide for funds to pay its obligations due hereunder. In the event that such portion of the budget that provides for rent payments due under this Agreement is not approved, the Lessee agrees, at its expense, to exhaust all available reviews and appeals to have the rent payments reinstated and approved in the budget. It is Lessee's intent to make rental payments for the full term of this Agreement if funds are legally available therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper efficient and economic operation.

(b) In the event no funds or insufficient funds are appropriated or otherwise available by any means whatsoever in any fiscal year for rental payments due under this Agreement, then the Lessee shall immediately notify Lessor or its assignee of such occurrence and this Agreement shall create no further obligation of Lessee as to such fiscal year and shall be null and void, except as to the portions of rental payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee of any kind whatsoever. Subsequent to such termination of this Agreement, Lessee shall have no continuing obligation to make rental payments under this Agreement. No right of action or damages shall accrue to the benefit of Lessor, or its assignee, as to that portion of this Agreement which may so terminate except as specifically provided in the last paragraph of this Paragraph. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment, and

(c) Notwithstanding the foregoing, Lessee agrees

(i) that it will not cancel this Agreement under the provisions of subparagraph (b) above if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment.

(ii) that it will not during the term of this Agreement give priority in the application of funds to any other functionally similar equipment or services.

5. Purchase and Installation. Lessee will select the type, quantity and supplier of each item of Equipment and in reliance thereon Lessor will either order such Equipment from such supplier or accept an assignment of any existing purchase order (the "Purchase Order") therefor. The Equipment so ordered shall be delivered to Lessee by the supplier thereof. Lessee shall accept such Equipment when and if delivered and placed in good repair and working order and hereby authorizes Lessor to add to this Agreement the serial number of each item of Equipment so delivered. Any delay in such delivery shall not affect the validity of this Agreement. Lessee shall have 30 days from the date of delivery to accept such Equipment and deliver an executed Equipment Acceptance Notice in the form attached hereto as Exhibit C. Notice of any defects must be given to Lessor within 30 days of delivery. In the event the Equipment is not accepted by the Lessee within 30 days from the date of delivery and such acceptance is unreasonably withheld by Lessee, Lessor, at Lessor's option, shall have the right to cancel this Agreement.

Subject to the conditions set forth in this paragraph, upon delivery of the Equipment to Lessee, payment will be made by Lessor for the balance due and owing for the Equipment, and, notwithstanding any defect in or failure of the Equipment, Lessee will, upon payment of any amount by Lessor at the request of Lessee (whether down payment, deposit, or full purchase price), become fully and completely liable under this Agreement with respect to the Equipment until such time as this Agreement expires by its terms. Lessor shall have no liability for any delay in delivery or failure by the supplier to fill the Purchase Order or meet the conditions thereof. Lessee, at its expense, will pay all taxes, duties and expenses of packing, transportation, installation, testing and other charges in connection with the delivery, installation, and use of the Equipment.

Lessor's obligation to purchase and lease-purchase Equipment under this Agreement is subject to the fulfillment, to Lessor's reasonable satisfaction, of the following conditions precedent:

(a) Lessor shall have received a full warranty bill of sale satisfactory to Lessor, executed by the supplier in favor of Lessor, covering such item of Equipment.

(b) Lessor shall have received an invoice describing such item of Equipment, all material components thereof and the purchase price payable to supplier in respect thereof.

(c) Lessor shall have received an opinion of counsel to Lessee in form and substance satisfactory to Lessor, to the effect that such counsel has examined this Agreement and such other documents and matters as he deemed necessary to reach the conclusions stated in such opinion, which conclusions shall include the following:

(i) the representations and warranties of Lessee contained in this Agreement are true and correct on the date thereof;

(ii) this Agreement has been duly authorized, executed and delivered by Lessee, and constitutes a valid and binding obligation of Lessee enforceable in accordance with its terms;

(iii) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee which may materially affect Lessee's financial condition or operations, or which could have any effect whatsoever upon the validity, performance, or enforceability of this Agreement;

(iv) the interest portion of the rental payments due hereunder is exempt from federal income taxation pursuant to Paragraph 103(a) of the Internal Revenue Code of 1986, as amended, and the Treasury regulations and rulings thereunder (the "Code");

(v) The Lessee is a fully constituted political subdivision or agency of the State where the Equipment is located as set forth herein and is authorized by the Constitution and laws of the State of Mississippi (the "State") and its own internal or administrative procedure to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder; and

(vi) such other matters as Lessor may reasonably request.

(d) On the date thereof, no default (as defined in Paragraph 23 hereof), and no event which with notice or lapse of time, or both, would become a default, shall have occurred and be continuing hereunder.

(e) All representations and warranties of Lessee made herein shall be true and correct in all material respects on the date thereof.

(f) A financing statement, in form and substance satisfactory to Lessor, in respect of such Equipment shall have been executed and filed in the appropriate offices.

(g) Lessor shall have received from Lessee written notice of acceptance of the Equipment.

(h) Lessor shall have received all other documents, instruments, certificates, opinions, and evidences as Lessor may reasonably request.

6. Representations and Warranties of Lessee. Lessee represents, warrants and covenants to Lessor that:

(a) Lessee has been duly authorized by all necessary action on the part of the Lessee, its governing body or other appropriate governing bodies and officials to execute, deliver, and perform the terms of this Agreement and further represents that all requirements and procedures have occurred that are necessary to ensure the enforceability of this Agreement, including Lessee's compliance with any applicable public bidding requirements.

(b) This Agreement constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms and does not contravene any lease, indenture, credit agreement or other agreement to which Lessee is a party or by which it is bound.

(c) There are no pending or threatened actions or proceedings before any court, administrative agency or other body which may materially affect Lessee's financial condition or operations or which could have any effect whatsoever upon the validity, performance, or enforceability of the terms of this Agreement.

(d) No consent, approval, or authorization of, registration with, or declaration to any agency or authority is required in connection with the execution and delivery of this Agreement.

(e) Lessee is not in default (nor has any event occurred which, with notice or lapse of time, or both, would constitute a default) under any agreement or instrument to which Lessee is a party or under which Lessee or any of its assets is bound which could have any effect whatsoever upon the validity, performance, or enforceability of the terms of this Agreement.

(f) There are no outstanding or unpaid judgments against Lessee.

(g) Lessee has furnished to Lessor a copy of current financial statements and except for transactions directly related to, or specifically contemplated by, this Agreement and transactions heretofore disclosed in writing to Lessor, since the dates of such financial statements, there have been no changes in the financial condition and operations of Lessee from that shown in such financial statements through the date hereof which would have any effect whatsoever upon the validity, performance, or enforceability of the terms of this Agreement and there is no significant material fact or condition relating to the financial condition or business operations of Lessee which has not been related, in writing, to Lessor. Lessee shall furnish to Lessor within 90 days of the close of its fiscal year during the term of this Agreement audited financial statements and such other financial statements as the Lessor may request from time to time during the terms of this Agreement. Any financial statements furnished or to be furnished to Lessor by Lessee (whether audited or unaudited) shall be prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial condition and results of operations of Lessee at the dates and for the periods indicated therein.

(h) Lessee is not leasing the Equipment for the purpose of putting, and does not intend to put, the Equipment to any consumer use within the meaning of any applicable truth-in-lending or similar laws.

(i) Lessee acknowledges and agrees that the rental payments have been calculated by Lessor assuming that the interest portion of each rental payment is exempt from federal income taxation. Lessee will do or refrain from doing all things necessary or appropriate to insure that the interest portion of the rental payment is exempt from federal income taxation, including, but not limited to, executing and filing all information statements required by Paragraph 149(e) of the Code and timely paying, to the extent of available funds, amounts, if any, required to be rebated to the United States pursuant to Paragraph 148(f) of the Code.

Lessee acknowledges that the representations, covenants and warranties set forth in Paragraph 6(i) and 7 shall survive the expiration of this Agreement and that Lessor may pursue any applicable remedies for the breach of such representations, covenants and warranties at any time.

7. Tax Exemption. Lessee acknowledges that Lessor has agreed to enter into this Agreement on the condition that a certain exemption from non-deductibility of interest expense under Section 265(b) of the Code is available. Said exception is subject to certain conditions relating to Lessee's use of the Equipment and to Lessee's issuance of tax-exempt obligations. In that regard, Lessee represents, covenants and warrants that:

(a) The Equipment will not be used, directly or indirectly in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

(b) No portion of the rental payments payable hereunder: (i) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (ii) will be derived from payments, whether or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

(c) No portion of the gross proceeds of the Agreement will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(d) The Agreement is hereby designated as a qualified tax-exempt obligation for the purposes of Section 265(b) of the Code.

(e) Lessee reasonably anticipates that the amount of qualified tax-exempt obligations to be issued by Lessee (together with qualified tax-exempt obligations issued by any entity from which Lessee derives its issuing authority or any entity which has substantial control over Lessee or any subordinate entity deriving its issuing authority from Lessee or any subordinate entity subject to substantial control by Lessee) during the current calendar year shall not exceed \$30,000,000.

8. Title; Personal Property; Encumbrances. Upon acceptance of the Equipment covered by an Equipment Schedule hereto by Lessee hereunder and satisfaction of all conditions precedent for purchase and lease-purchase of such Equipment by Lessor as provided in Paragraph 5 hereof, title to such Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee and for purposes of laws governing taxation and conditional sales, title to the Equipment shall be deemed to be in Lessee; provided, however, that (i) in the event of termination of this Agreement or of an Equipment Schedule which covers such Equipment in accordance with Paragraph 4 hereof, or (ii) upon the occurrence of an Event of Default hereunder, and as long as such event of Default is continuing, title will, upon written notice from Lessor to Lessee, immediately vest in Lessor or its assignee.

Each item of the Equipment subject to this Agreement is and shall remain personal property and shall not be deemed to be affixed to or a part of the real estate on which it is situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real property or any building thereon. Lessor may at any time and from time to time require Lessee to obtain, and Lessee shall obtain and deliver to Lessor, a waiver of any interest in the Equipment by any present or future landlord, owner, or mortgagee of such real estate.

Lessee agrees to keep each item of Equipment at all times free and clear from all claims, levies, liens, and process other than those in favor of Lessor pursuant to this Agreement. Lessee will not attempt to sell, assign, transfer, sublease, loan, part with possession of, conceal, mortgage, encumber, or otherwise dispose of any of the Equipment or the interest therein, or permit any lien, attachment, levy or execution of any of its creditors to become effective thereon (if any such lien, charge, claim or encumbrance should arise at any time, Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge same) ; provided, however, Lessee may deliver possession of any item of Equipment to the manufacturer or supplier thereof for testing or other similar purposes or to any person or company for service, repair, maintenance, or overhaul work on such item of Equipment or for alterations or modifications or additions to such item of Equipment to the extent required or permitted by any provision of this Agreement. Lessee, at its expense, will protect and defend title to the Equipment.

9. Location. The Equipment shall be delivered to the location specified in the applicable Equipment Schedule and shall not be removed from such location without the prior

written consent of Lessor.

10. Use; Repairs. Lessee shall use the Equipment in a careful manner and shall comply with all laws, ordinances and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, shall keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

11. Taxes. Lessee agrees to pay, promptly when due, all assessments, license and registration fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, on or relating to the Equipment, or the purchase, ownership, possession, leasing, operation, use or disposition thereof, and on or relating to this Agreement for the rent or other payments hereunder (excluding taxes on or measured by the net income of Lessor and excluding any sales or use tax payable to the supplier or manufacturer or the State of Mississippi by the Lessor on the acquisition of the Equipment and for which a credit is allowable under Section 27-65-23 of the Mississippi Code of 1972, as amended, against sales taxes collected by the Lessor from the Lessee on the periodic rental payments) and to prepare and file promptly with the appropriate office any and all returns required to be filed with respect thereto (sending copies thereof to Lessor) or, if requested by Lessor, to notify Lessor of such requirement and furnish Lessor with all information required by Lessor so that it may effect such filing. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any taxes, assessments, fees, or other governmental charges for which Lessee is responsible or liable pursuant to the foregoing, Lessee shall reimburse Lessor therefor within 5 days after demand by Lessor. All amounts under this paragraph (other than interest) payable to Lessor shall be computed on an "after tax" basis so that such payments shall be in an amount which, when reduced by the increase in the income tax liability or liabilities of Lessor, if any, as a result of such payment by Lessee, shall equal the after-tax cost of the tax, assessment, fee or other governmental charge paid by the Lessor.

12. Exemption from Federal Taxation. The Lessor has entered into this Agreement contemplating that the interest portion of rental payments will be exempt from income taxation. In the event any governmental taxing authority successfully imposes tax treatment, under this Agreement or any other lease of the Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Agreement, which differs from the tax treatment contemplated to be taken by the Lessor hereto at the inception of this Agreement or which effectively denies to the Lessor the use or benefit of such tax treatment as contemplated, (including, but not limited to, the taxability of the interest portion of the rental payments caused by the non-applicability of Code Section 103(a) or the denial under Code Section 265(b), of a deduction for a portion of interest expense of Lessor, the affiliated group (as defined in Code Section 1504(a) of which Lessor is a member, or any separate member of the affiliated group of which Lessor is a member) then Lessee agrees to pay rents with an interest factor equal to the maximum rate of interest which, under applicable law, Lessor is permitted to charge, retroactively from the effective date of imposition of the change of tax treatment through the term of this Agreement during which the change of tax treatment is imposed, with credit being given for rental payments having already been made by Lessee during the period for which the change is imposed, and subsequently thereto, as rental payments would otherwise become due,

until the end of the lease term. Any retroactive payments of rent under this paragraph shall be due and payable at the date that Lessor gives notice to Lessee of imposition of the change of tax treatment.

Lessee agrees to pay its pro-rata share of attorney's fees that may reasonably be incurred by Lessor in the event legal action or administrative action is taken by the Lessor to secure the tax treatment intended to be taken by Lessor under this Agreement or any other lease which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement whether such action is successful or not. Lessee's pro-rata share shall be determined by the percentage that the Lessor's original cost of the Equipment bears to the total original cost of leased equipment for all other similar leases of the Lessor involving similar issues of fact or law. In the event the Lessor is successful in securing the tax treatment intended to be taken by Lessor, Lessor shall refund to Lessee the total amount of increased interest (as hereinabove provided) which has been paid by Lessee and rental payments for the remainder of the lease term shall be the original rentals as specified in the Equipment Schedules.

13. Use of Equipment; Inspections. Lessee may possess and use the Equipment in accordance with this Agreement, provided that any such use is in conformity with all applicable laws, regulations, ordinances, any insurance policies and any warranties of the manufacturer or supplier with respect to the Equipment. Lessee will not use or operate any item of Equipment other than in a manner and for the use contemplated by the manufacturer or supplier thereof, or permit any person other than the Lessee's authorized agents or employees to operate the Equipment.

Lessor or Lessor's agent shall have the right upon reasonable prior notice to the Lessee and during the Lessee's regular business hours to inspect the Equipment at the premises of the Lessee or wherever the Equipment may be located. Lessee shall promptly notify Lessor of all details arising out of any change in location of the Equipment, any alleged encumbrances thereon, any accident allegedly resulting from the use or operation thereof, or any materially defective, improper or malfunctioning item of Equipment and any claim or demand involving or relating thereto.

14. Acceptance. Lessee acknowledges and agrees that:

(a) each item of the Equipment is of a size, design, capacity and manufacture selected by Lessee;

(b) Lessee is satisfied that the Equipment, and each component thereof, is suitable for its purpose;

(c) Lessor is not the manufacturer of the Equipment nor a dealer in property of such kind;

(d) Lessor shall have no obligation to accept any item of the Equipment from any seller thereof until that item of Equipment is accepted by Lessee; and

(e) the foregoing notwithstanding, Lessee shall indemnify Lessor and hold Lessor

harmless from and against any and all losses and liabilities which may arise from Lessee's failure for any reason to accept any item of the Equipment.

15. Maintenance. Lessee will pay for and provide all utilities consumed by or required for the Equipment or use thereof, including, but not limited to, water, gas, electrical power, oil, gasoline, and lubricants. Lessee, at its sole expense, at all times during the term of this Agreement, shall maintain the Equipment and all additions, attachments and accessions thereto in good operating order, repair, condition, and appearance, and keep the same protected from the elements, ordinary wear and tear resulting from authorized use thereof alone excepted and shall make all necessary repairs and replacements to the Equipment. If the manufacturer of the Equipment has provided Lessee with a standard maintenance schedule, such schedule will constitute minimum maintenance compliance and Lessee upon request, will furnish Lessor with satisfactory evidence of such compliance. In furtherance of the maintenance of the Equipment, Lessee agrees, if requested by Lessor, to enter into and maintain in force a Maintenance Agreement with the manufacturer or a person (who may be a supplier) approved by the manufacturer providing for the maintenance of the Equipment (or specified items of Equipment). In the event Lessee is requested to enter into such a Maintenance Agreement, Lessee agrees to do all things within its power to cause such Maintenance Agreement to be complied with in all respects by Lessee, and the other party thereto; and Lessor hereby authorizes such other party thereto to accept the direction of Lessee in respect to such Maintenance Agreement. All maintenance and service charges, whether pursuant to such Maintenance Agreement or otherwise, shall be borne by Lessee.

16. Alterations and Repairs. Lessee shall not, without the prior written consent of Lessor (which may be withheld with or without cause), make any repair or alteration to or install any accessory, equipment, or device on the Equipment or any component thereof which interferes with the normal and satisfactory operation or maintenance thereof, or creates a safety hazard, or which might result in the creation of mechanic's or materialman's lien with respect thereto. All parts and attachments (whether new or replaced) at any time installed in or affixed to the Equipment shall constitute accessions thereto and shall be the property of Lessor (except items which are furnished or affixed by Lessee and may be removed without in any way affecting or impairing the original intended function or use of the Equipment or any component thereof and are readily removable by Lessee without causing material damage to the Equipment).

17. Disclaimer of Warranties; Exclusion of Liability. LESSOR, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO; THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE PERFORMANCE OF THE EQUIPMENT; THE WORKMANSHIP OR MATERIAL IN THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS. AS TO LESSEE, LESSOR LEASES THE EQUIPMENT "AS IS." Lessor shall have no obligation to accept any item of Equipment from any supplier thereof until that item of Equipment is accepted by Lessee. Lessor hereby assigns to Lessee, for and during the term of this Lease, applicable factory warranties, if any, express or implied, issued with respect to the

Equipment and each component thereof, and Lessee will be subrogated to Lessor's claims, if any, against the manufacturer or supplier of the Equipment for breach of any warranty or representation with respect thereto. Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor authorizes Lessee to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against supplier. Lessor, at its option, may provide in its Purchase Order that supplier agrees that any of such claims may be made by Lessee directly against suppliers. The obligation of Lessee to pay the rental payments shall not be abated, impaired or reduced by reason of any claims of the Lessee with respect to Equipment condition, quality, workmanship, delivery, shipment, installation, defects or otherwise. Notwithstanding the foregoing, Lessee's obligations to pay the rentals or otherwise under this Lease shall be and are absolute and unconditional. All proceeds of any such warranty recovery from the manufacturer or supplier of the Equipment shall be first used to repair the affected Equipment. In no event shall Lessor be liable to Lessee for loss of anticipatory profits or any other direct, indirect, special or consequential damages.

18. Risk of Loss. All risk of loss, theft, damage or destruction to each item of Equipment shall be borne by Lessee. No such loss, theft, damage or destruction of the Equipment, in whole or in part, shall impair the obligations of Lessee under this Agreement, all of which shall continue in full force and effect, and Lessee, at Lessor's option, shall either:

- (a) place the affected Equipment in good repair, condition and working order;
- (b) replace the same with like Equipment in good repair, condition and working order (with documentation establishing clear title therein in Lessor); or
- (c) pay to Lessor an amount equal to the purchase option price as prescribed in Paragraph 21 hereof, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss, theft, damage or destruction.

19. Insurance. Lessee shall keep the Equipment insured against loss, theft, damage or destruction from every cause whatsoever for not less than full replacement value thereof, and shall carry public liability and property damage insurance covering the Equipment and its use with companies approved by the Lessor. All such insurance shall be in the joint names of Lessor and Lessee, with Lessor and Lessee named as loss payees, as their interests may appear, shall provide that Lessor shall receive not less than 30 days' notice of any termination, cancellation or alteration of the terms thereof and that the coverage afforded Lessor shall not be rescinded, impaired or invalidated by any act or neglect of Lessee, and otherwise shall be in form and amount and with companies approved by Lessor. Lessee shall pay the premiums therefor and deliver said policies, or duplicates thereof or certificates of coverage thereunder, to Lessor. The proceeds of hazard insurance shall, at the option of Lessor, be applied toward the repair or replacement of the Equipment or the payment of the obligations of Lessee hereunder, as set forth in Paragraph 18. The proceeds of any public liability or property damage insurance shall be payable first to Lessor to the extent of its liability, if any, and the balance to Lessee. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute or endorse all documents, checks or drafts for loss or damage under any such policy.

20. License and Taxes. In addition to other payments to be made pursuant to this Agreement, Lessee shall pay Lessor, as additional payment, on demand, an amount equal to, all license, assessments, sales, use, real or personal property, gross receipts or other assessments, taxes, levies, imposts, duties and charges, if any together with any penalties, fines or interest thereon imposed against or on Lessor, Lessee or the Equipment by any governmental authority upon or with respect to the Equipment or the purchase, ownership, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

21. Prepayment Purchase. At the end of the lease term for Equipment covered by an Equipment Schedule, provided all rental payments have been made under such Equipment Schedule and there is no default or event which with the giving of notice or lapse of time, or both, could become a default under the Agreement, any interest of Lessor to the Equipment subject to such Equipment Schedule shall be transferred to the Lessee or released. Provided all rental payments under this Agreement are paid to date, Lessee may prepay for Equipment under an Equipment Schedule and purchase the interest of Lessor in the Equipment at the end of any month during the lease term by payment of:

(a) the outstanding principal balance due under the Amortization Schedule attached to the applicable Equipment Schedule (or any substitute amortization schedule in effect in accordance with Paragraph 12) plus accrued interest to date;

(b) the cost of any required inspections, examinations, or certifications of the Equipment; and

(c) the cost of any repairs, modifications, or adjustments required as a result of the inspections, examinations, or certifications referred to in (b) above.

Such option shall be exercisable by written notice to Lessor not less than 30 days prior to the prepayment purchase date. The closing shall be held on the specified prepayment purchase date, or on the next following business day if such day is a Saturday, Sunday or legal holiday, at the Principal Offices of Lessor, at which time Lessor shall deliver to Lessee a release of any interest of the Lessor in the Equipment subject to such Equipment Schedule to Lessee. Upon payment in full of all amounts due with respect to all Equipment identified in a particular Equipment Schedule and release of any interest by the Lessor of its interest in such Equipment to the Lessee, this Agreement shall terminate with respect to such Equipment for which payment has been made in full (but shall remain in force with respect to any other Equipment identified in another Equipment Schedule for which payment in full has not been made.)

22. Security Interest. To secure all of its obligations hereunder Lessee grants to Lessor a first and prior security interest in any and all right and interest of Lessee in the Equipment, the Agreement and payments due under this Agreement, agrees that this Agreement may be filed as a financing statement evidencing such security interest, and agrees to execute and deliver all financing statements and other instruments necessary or appropriate to evidence such security interest. Lessee further agrees that the Uniform Commercial Code of the State of Mississippi shall apply as between the parties hereto and assignees of Lessor.

23. Default. The Lessee shall be in default under this Agreement upon the occurrence of any of the following events:

(a) nonpayment when due or within 6 days thereafter of any installment of rent or other sum owing hereunder;

(b) breach of any other covenant or agreement in this Agreement and the continuance of such breach for a period of 10 consecutive days following Lessee's receipt of written notice thereof from Lessor;

(c) if any representation or warranty made by Lessee or by any agent or representative of Lessee herein or in any document or certificate furnished Lessor in connection herewith or pursuant hereto proves to be incorrect at any time in any material respect;

(d) if Lessee shall dissolve or become insolvent or bankrupt, commit any act of bankruptcy, make any assignment for the benefit of, or enter into an arrangement or composition with creditors, suspend or terminate the transaction of its usual business or consent to the appointment of a trustee or receiver or if a trustee or receiver shall be appointed for Lessee or for a substantial part of its property, or if bankruptcy, reorganization arrangements or similar proceedings shall be instituted by or against Lessee;

(e) if any order, judgment or decree shall be entered against Lessee by a court of competent jurisdiction and such order, judgment or decree shall continue unpaid or unsatisfied for any period in excess of 60 consecutive days without a stay of execution, or if a writ or order of attachment, execution or other legal process shall be issued in connection with any action or proceeding against Lessee or its property whereby any of the Equipment or any substantial part of Lessee's property may be taken or restrained;

(f) if Lessee shall default in the performance of any obligation or in the payment of any sum due to the Lessor under any other lease, contract, agreement, arrangement or understanding;

(g) if any indebtedness of Lessee for borrowed money shall become due and payable by acceleration of the maturity date thereof; or

(h) if Lessor, in the exercise of reasonable judgment, shall determine that Lessee is generally not paying its debts as such debts become due. In addition, Lessee shall give Lessor 5 days' written notice prior to the filing of any voluntary petition of bankruptcy, written notice upon commencement of an involuntary bankruptcy proceeding, or written notice prior to taking any action with respect to the Equipment in bankruptcy proceedings, and shall include in said written notice the venue of the anticipated proceedings and a copy of any relevant pleadings with respect thereto. Failure to give said written notice within the time as specified shall constitute an event of default hereunder and shall cause an immediate termination of this Agreement as to all items of Equipment. Said default and termination, however, shall not constitute an election of remedies and Lessor shall retain its rights to such other remedies as may be set forth in this Agreement.

24. Remedies. Upon the occurrence of any event of default and at any time thereafter, Lessor, acting alone and/or through its agents, may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect:

(a) declare the unpaid principal balance plus accrued interest to date under this Agreement to be immediately due and payable without notice or demand;

(b) terminate this Agreement as to any or all items of Equipment;

(c) without notice, demand, liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the leased Equipment may be, or is believed to be by Lessor, and repossess all or any item thereof, disconnecting and separating all or so much thereof as may be required to disconnect or separate same from any other property, Lessee hereby expressly waiving all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession;

(d) cause Lessee, at its expense, promptly to return the Equipment to Lessor, at such place as Lessor may designate, in the condition set forth above;

(e) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the premises of Lessee or at any other location without affecting the obligations of Lessee as provided in this Agreement;

(f) sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee, and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than 10 days prior to the date thereof shall constitute reasonable notice thereof;

(g) proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof; or

(h) exercise any and all rights accruing to Lessor under any applicable law upon a default by Lessee. In addition, Lessor shall be entitled to recover immediately as liquidated damages for the loss of a bargain and not as a penalty, a sum equal to the aggregate of the following:

(i) all unpaid rent or other sums which are due and payable up to the date the Equipment is returned to or repossessed by Lessor,

(ii) any expense paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorneys' fees and legal expenses, and

(iii) the purchase option price as prescribed in Paragraph 21 hereof, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise.

Additionally, the measure of liquidated damages as set forth hereinabove shall be applicable to fix the damages accruing for the unexpired portion of the lease term if this Agreement is not assumed by the Lessee in a bankruptcy proceeding. Should Lessor, however, estimate its actual damages to exceed the foregoing, Lessor may, at its option, recover its actual damages in lieu of or in addition thereto.

None of the remedies of Lessor under this Agreement are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity. Lessee agrees to pay Lessor all attorneys' fees and all costs and expenses incurred by Lessor in connection with the enforcement of the terms of the Agreement or any right or remedy hereunder. Any repossession or subsequent sale or lease by the Lessor of any item of Equipment shall not bar an action for a deficiency as herein provided and the bringing of an action or the entry of a judgment against the Lessee shall not bar the Lessor's right to repossess any or all items of Equipment. Lessee waives any and all rights to notice and to a judicial hearing with respect to the repossession of the Equipment by Lessor in the event of a default hereunder by Lessee.

25. Reports. Lessee shall:

(a) immediately notify Lessor of any materially defective, improper, or malfunctioning item of Equipment, the nature of the defect or malfunction, the name and address of the manufacturer of the item of Equipment, and such other information as may be known;

(b) promptly advise Lessor of all correspondence, papers, notices, and documents whatsoever received by Lessee in connection with any claim or demand involving or relating to materially improper manufacturing, operation, use, or functioning of any item of Equipment or charging Lessor or Lessee with liability, and aid in the investigation and defense of all such claims and in the recovery of damages from third persons liable therefore;

(c) notify Lessor in writing within 10 days after any day on which any tax lien shall attach to any item of Equipment; and

(d) reimburse Lessor, upon demand, for all attorneys' fees, court costs, and other fees, costs, and expenses incurred by Lessor in connection with the foregoing.

26. Further Assurances. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may reasonably request in order to more effectively carry out the intent and purposes hereof.

27. Lessee's Obligations Unconditional. Lessee hereby agrees that Lessee's obligation to pay all rent and other amounts owing hereunder shall be absolute and unconditional under all circumstances. This Agreement may not be cancelled or terminated except as expressly provided herein.

28. Relationship of Parties. The relationship of Lessor and Lessee is that of Lessor and Lessee only, and nothing contained herein shall be deemed or construed by Lessor and Lessee, or by any third party, or by any court, as creating the relationships of employer and employee,

principal and agent, partnership, or joint venture.

29. Notices. All notices, demands and requests which may or are required to be given to another party hereunder shall be in writing, and each shall be deemed to have been properly given when served personally on an executive officer of the party to whom such notice is to be given, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, by deposit thereof in a duly constituted United States Post Office or branch thereof located in one of the states of the United States of America in a sealed envelope addressed as follows:

If to the Lessor:

BancorpSouth Equipment Finance
division of BancorpSouth Bank
P. O. Box 15097
302 Second Avenue
Hattiesburg, MS 39404-5097
Attention: Ms. Elaine D. Temple, President

If to the Lessee:

City of Bay St. Louis, MS
P.O. Box 2550
Bay St. Louis, MS 39521

A duplicate copy of each notice, certificate or other communication given under this Agreement to any party thereunder shall also be given to any other parties indicated in this Paragraph. The Lessor and Lessee, by notice given hereunder, designate any further or different addresses and to which subsequent notices, certificates or other communications shall be sent.

30. Consents. The consent or approval by any party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. No custom or practice of the parties shall constitute a waiver of any party's rights to insist upon strict compliance with the terms hereof.

31. Entirety of Agreement. This Agreement contains the entire agreement between Lessor and Lessee, and supersedes all prior agreements and understandings relating to the subject matter hereof. No other agreement shall be effective to change, modify, or terminate this Agreement in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification, or termination is sought. No representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein shall be of any force or effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute, collectively, one agreement, but, in making proof hereof, it shall never be necessary to exhibit more than one

such counterpart.

33. Amendments and Addendums. This Agreement may be amended or any of its terms modified only by written consent of Lessee and Lessor or its assignee.

In the event Lessee desires to buy other equipment, the parties may execute an addendum to this Agreement with respect to such other equipment by (i) executing a Purchase Order for such equipment; (ii) executing an acceptance certificate of the equipment; and (iii) obtaining new opinions and other supporting documentation as required or permitted by this Agreement. For purposes of construing subsequent transactions concerning other equipment as an integrated contract, the following shall be considered a single transaction or legal and binding agreement:

- (a) This Agreement, which provides basic terms and conditions;
- (b) An executed Purchase Order and acceptance certificate; and
- (c) Schedules, exhibits, and other attachments to such documents that pertain to the equipment described in the delivery order, and supporting documentation such as, e.g., opinions of counsel and insurance certificates.

34. Severability Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

35. Persons Bound by Agreement. The conditions, terms, provisions, and covenants contained in this Agreement shall apply to, inure to the benefit of, and be binding upon Lessee, and its successors, assigns, agents, and servants. The Lessee has no interest in the Equipment other than the possession and use thereof during the lease term and cannot pledge, mortgage, or grant a security interest in the Equipment or any item of Equipment. The conditions, terms, provisions, and covenants contained in this Agreement shall apply to, inure to the benefit of, and be binding upon Lessor, and its successors, assigns, agents, and servants, and, where the context so requires, any person accepting an assignment of the rights of Lessor hereunder, and their respective successors, assigns, agents, and servants, and with respect to any indemnification provisions hereof, Lessor and any holder of obligations of Lessor issued in connection with this Agreement, and their respective successors, assigns, agents, and servants, shall each be entitled to indemnification hereunder without regard to the actions of any other person hereunder.

36. Assignment. (a) Without Lessor's prior consent, Lessee shall not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this

Agreement or the Equipment or any interest in this Agreement or said Equipment, or (ii) lease or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may, without the consent of Lessee, assign its rights, title and interest in and to this Agreement, and all attachments hereto including the Purchase Order(s), to various assignee/investors or their agents or trustees, and/or grant or assign a security interest in this Agreement or the Equipment, in whole or in part and its assignee may reassign this Agreement. Lessee agrees that this Agreement may become a part of a pool of contract obligations at Lessor's option, and Lessor or its assignees may assign or further assign either the entire pool or a fractionalized interest therein. Each such assignee shall have all of the rights of Lessor under this Agreement. Lessee shall recognize and acknowledge each such assignment and/or security interest. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

(b) This Agreement and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the term of this Agreement, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. No such assignment shall become effective without recordation of the assignment in said "book entry system."

37. Waivers; Cumulative Rights. No waiver by Lessor of any default shall be deemed to be a waiver of any other then existing or subsequent default, nor shall any such waiver by Lessor be deemed to be a continuing waiver. No delay or omission by Lessor in exercising any right, power, privilege, or remedy hereunder, or at law or in equity, or otherwise shall impair any such right, or be construed as a waiver thereof or any acquiescence therein, nor shall any single or partial exercise of any right preclude other or further exercise thereof, or the exercise of any other right. All rights shall be cumulative of and in addition to all other rights, and may be exercised from time to time, and as often as may be deemed expedient by Lessor.

38. Governing Law. The substantive laws of the State of Mississippi shall govern the validity, construction, enforcement, and interpretation of this Agreement, the rights and remedies of the parties hereunder, and the ownership rights in and to the Equipment.

39. Right to Perform Covenants. If Lessee shall fail to make any payment or perform any act required to be made or performed by Lessee hereunder, Lessor, without waiving or releasing any obligation or default on the part of Lessee, may (but will be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Lessee, and may take all such action as may be necessary therefore. All sums so paid by Lessor and all expenses (including, without limitation, reasonable attorneys' fees) so incurred, together with interest thereon from the date of payment or incurring at the highest rate permitted by applicable law, will be paid by Lessee to Lessor on demand.

40. Survival. Lessee's obligations contained in this Agreement shall survive the

termination or cancellation of this Agreement or the expiration of the term of any schedule.

41. Special Stipulations. Any amendment to standard language will be set forth in Exhibit A attached hereto ("Special Stipulations").

42. Maximum Interest Rate. Nothing contained in this Agreement shall require the Lessee to pay interest at a rate exceeding the Maximum Permissible Rate. If the amount of interest payable to the Lessor for any period would otherwise exceed the Maximum Permissible Amount for such period, such amount shall be automatically reduced to the Maximum Permissible Amount for such period, and the amount of interest payable to the Lessor for any subsequent period, to the extent less than the Maximum Permissible Amount for such subsequent period, shall, to the extent, be increased by the amount of such reduction. The Lessee shall give the Lessor notice of any law or change in law that may result in such reduction or increase promptly after becoming aware of such law or change. "Maximum Permissible Amount" means, with respect to interest on any amount for any period, the maximum amount of interest that can be payable with respect to such amount for such period without causing the rate of interest on such amount for such period to exceed the Maximum Permissible Rate. "Maximum Permissible Rate" means the rate of interest on an amount that if exceeded could, under law, result in civil or criminal penalty being imposed on the Lessor or result in the Lessor's being unable to enforce payment or repayment of all or part of the rental payments due under this Agreement, including portions allocable to interest due or to become due on such amount.

43. Effective Date. This Agreement shall become effective upon execution by all of the parties hereto.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

LESSOR:

BancorpSouth Equipment Finance, a division
of BancorpSouth Bank

By: _____

Title: _____

LESSEE:

City of Bay St. Louis, MS

By:  _____

Title: Mayor _____

termination or cancellation of this Agreement or the expiration of the term of any schedule.

41. Special Stipulations. Any amendment to standard language will be set forth in Exhibit A attached hereto ("Special Stipulations").

42. Maximum Interest Rate. Nothing contained in this Agreement shall require the Lessee to pay interest at a rate exceeding the Maximum Permissible Rate. If the amount of interest payable to the Lessor for any period would otherwise exceed the Maximum Permissible Amount for such period, such amount shall be automatically reduced to the Maximum Permissible Amount for such period, and the amount of interest payable to the Lessor for any subsequent period, to the extent less than the Maximum Permissible Amount for such subsequent period, shall, to the extent, be increased by the amount of such reduction. The Lessee shall give the Lessor notice of any law or change in law that may result in such reduction or increase promptly after becoming aware of such law or change. "Maximum Permissible Amount" means, with respect to interest on any amount for any period, the maximum amount of interest that can be payable with respect to such amount for such period without causing the rate of interest on such amount for such period to exceed the Maximum Permissible Rate. "Maximum Permissible Rate" means the rate of interest on an amount that if exceeded could, under law, result in civil or criminal penalty being imposed on the Lessor or result in the Lessor's being unable to enforce payment or repayment of all or part of the rental payments due under this Agreement, including portions allocable to interest due or to become due on such amount.

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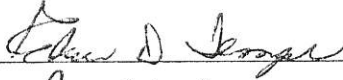
The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

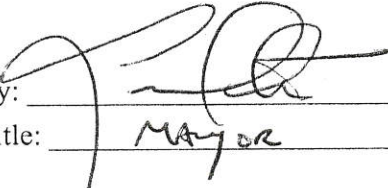
LESSOR:

LESSEE:

BancorpSouth Equipment Finance, a division
of BancorpSouth Bank

City of Bay St. Louis, MS

By: 

By: 

Title: President

Title: Mayor

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION
OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF BANCORPSOUTH
BANK
FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT**

WHEREAS, the Mayor and City Council, the Governing Body (the "Governing Body") of City of Bay St. Louis, MS (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into and ratify an Equipment Lease-Purchase Agreement, dated April 21, 2011, with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement"), with BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;

2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed the useful life of the equipment;

3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement;

4. It is necessary for the Lessee to approve and authorize the Agreement: and

5. The Lessee desires to designate the obligation set forth in Lease Schedule Number 004 to the Agreement (the "Obligation") as a qualified tax-exempt obligation of Lessee for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee are hereby approved and Les Fillingame, Mayor (the "Authorized Officer") is hereby authorized and directed to execute said Agreement and Exhibits on behalf of the Lessee.

Section 2. The Obligation is being issued in calendar year 2017.

Section 3. Neither any portion of the gross proceeds of the Obligation nor the Equipment identified in Lease Schedule Number 004 to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect to such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Obligation is used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Obligation set forth in Lease Schedule Number 004 to Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year 2017, Lessee has designated \$75,897.92 of tax-exempt obligations (including the Obligation) as qualified tax-exempt obligations. Including the Obligation herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year 2017 as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2017 will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

After being reduced to writing, the foregoing Resolution was read and considered, section by section, and then as a whole, whereupon Councilman Salgont moved for its adoption, and after a second by Councilman Reed, the following roll call vote was had:

Councilman Mike Favre	✓YEA	/	NAY
Councilman Doug Seal	✓YEA	/	NAY
Councilman Wendy McDonald	YEA	/	NAY ABSENT
Councilman Jeffrey Reed	✓YEA	/	NAY
Councilman Bobby Compretta	✓YEA	/	NAY
Councilman Joey Boudin	✓YEA	/	NAY

Councilman Lonnie Falgout

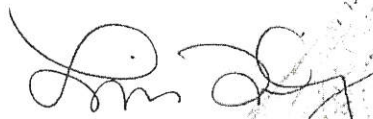
YEA / NAY

Passed by the City Council of the City of Bay St. Louis on the 7th day of March, 2017.

CERTIFICATION

I, Lisa Tilley, Clerk of Council for the City of Bay St. Louis, Mississippi, do hereby certify that the foregoing Resolution was approved and adopted in the public meeting of the City Council held on March 7, 2017 a quorum being present, in the City Council Conference Chambers and to be recorded in the Minute Books of said Council, said Council being the duly elected, qualified, and acting governing body of Bay St. Louis.

Presented by me to the Mayor on this, the 7th day of March, 2017.



Lisa Tilley, Clerk of Council

Approved/Disapproved, and signed by me on this, the 7th day of MARCH, 2017.



Les Fillingame, Mayor

WISE CARTER
WISE CARTER CHILD & CARAWAY, P.A.
ATTORNEYS AT LAW

JANE WALLACE MEYNARDIE
ejm@wisecarter.com

Coast Office:
2510 14th Street, Suite 1125
Gulfport, Mississippi 39501
Phone: 228-867-7141
Fax: 228-867-7142

August 22, 2017

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P. O. Box 15097
Hattiesburg, MS 39404-5097

RE: Lease-Purchase of Equipment by
City of Bay St. Louis, MS
Schedule No. 004 to Master Lease No. 10046

Ladies and Gentlemen:

Pursuant to your request, we hereby render the following opinion regarding the Equipment Lease-Purchase Agreement between City of Bay St. Louis, MS (the "Lessee") and the Mayor and City Council (the "Governing Body") and BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") dated April 21, 2011, as supplemented by Equipment Lease Schedule 004 dated the date hereof (as so supplemented, the "Agreement"). We give no opinion with respect to any other agreement or matter except as specifically set forth herein.

We have acted as counsel to the Lessee and the Governing Body with respect to certain legal matters pertaining to the Agreement, and to the transactions contemplated thereby. We are familiar with the Agreement and we have examined and, as to matters of fact material to our opinion, we have relied upon (without undertaking to verify the same by independent investigation) such agreements, schedules, statements, certificates, records, including minutes of the Governing Body of the Lessee and other instruments of public officials, Lessee, and other persons as we have considered necessary or proper as a basis for the opinions hereinafter stated.

With your permission and without independent investigation, we have assumed, except to the extent specifically opined below, for purposes of this opinion the following:

(a) The genuineness of all signatures other than those of the representatives of the Lessee;

(b) That the Agreement has been duly and validly authorized, executed and delivered by each of the parties thereto other than the Lessee and constitutes a valid, legal and binding obligation of each other party, enforceable against each other party in accordance with its terms.

Based on the above, and in reliance thereon and subject to the assumptions, qualifications, exceptions and limitations set forth in this opinion, we are of the opinion that:

1. Lessee and the Governing Body have full power, authority and legal right to execute, deliver and perform the terms of the Agreement. The Agreement has been duly authorized by all necessary action on the part of Lessee and the Governing Body and any other governing authority and does not require the approval of, or the giving of notice to any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or the Governing Body or contravene any indenture, credit agreement or other agreement to which Lessee or the Governing Body is a party or by which it is bound.

2. The Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of Lessee and the Governing Body enforceable in accordance with its terms.

3. All required procedures for execution of the Agreement, including competitive bidding, if applicable, have been complied with, and all rental payments under the Agreement will be paid out of funds which are legally available for such purposes.

4. With respect to the tax-exempt status of the interest portion of rental payments under the Agreement, under current law:

(a) The Agreement is a conditional sales agreement which qualifies as an obligation for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations and rulings thereunder.

(b) Assuming the accuracy of certain representations made by the Lessee, including those made in the Agreement, and the continued compliance by the Lessee with certain covenants made in the Agreement, the interest portion of the rental payments under the terms of the Agreement is excluded from gross income for federal income tax purposes pursuant to Section 103(a) of the Code and the Treasury Regulations and rulings thereunder.

5. There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee or the Governing Body which may materially affect Lessee's or the Governing Body's financial condition or operations, or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement.

The opinions expressed in this letter are qualified to the extent that your rights and the enforceability of the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, to the exercise of judicial discretion in appropriate cases in accordance with general principles of equity, and to restrictions applicable to Mississippi municipalities generally with respect to indemnification, waivers of rights, defenses and

limitations on liability, and to the ability to bind a successor governing body.

The opinions expressed herein are based upon an interpretation of, and are limited to, existing laws, ordinances and regulations of the State of Mississippi, and, with respect to paragraph 4 above, of the laws of the United States of America, which laws are subject to change at any time by legislation, administrative action or judicial decision. We undertake no obligation and hereby disclaim any obligation to update or supplement this opinion in response to subsequent changes in the law or future events affecting the transactions contemplated by the Agreement.

This opinion is being furnished to you in connection with the above-referenced transaction and the opinions expressed herein are for the sole benefit of, and may be relied upon by the Lessor and its assigns and are not to be delivered to or relied upon by any other party without our prior written consent.

Very truly yours,

WISE, CARTER, CHILD & CARAWAY, P.A.

By:


Jane Wallace Meynardie

10046 70703-004

SPECIAL STIPULATIONS

LESSOR: BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P.O. Box 15097
12 Thompson Park
Hattiesburg, MS 39404-5097

By: Rhonda C Pairs
Title: Sr VP
Date: 8-25-17

LESSEE: City of Bay St. Louis, MS
P.O. Box 2550
Bay St. Louis, MS 39521

By: [Signature]
Title: Mayor
Date: 8-22-17

--NONE--

EXHIBIT A

EQUIPMENT LEASE SCHEDULE

10046 70703-004

Lease Schedule Number 004

This Lease Schedule No. 004 to the Equipment Lease-Purchase Agreement dated as of April 21, 2011 (the "Agreement") between BancorpSouth Equipment Finance, a division of BancorpSouth Bank, a Mississippi Corporation (the "Lessor") and City of Bay St. Louis, MS (the "Lessee"), acting by and through the Mayor and City Council, the Governing Body of the Lessee, is made as of this date.

1. Description of the Equipment. The quantity, item, manufacturer, and model and serial number of the Equipment subject to the Agreement are as appear on Exhibit "B-1" attached hereto and made a part hereof.

2. Location of the Equipment. The Equipment is to be located and delivered to Lessee's premises at 688 Hwy 90, Bay St. Louis, MS.

3. Original Rental Term. The term of the Agreement shall be 5 years from date hereof, unless earlier terminated as provided in the Agreement.

4. Rental Payments. The Lessee agrees to pay the Lessor the original cost of \$75,897.92 for the Equipment hereof described in Exhibit "B-1" attached hereto, upon the terms, and at the times as provided in the Payment Amortization Schedule, attached hereto as Exhibit "B-2" and made a part hereof, with an interest rate of 2.41% percent per annum as provided thereby; provided that notwithstanding anything herein or in the Agreement, including Section 27 thereof, the Lessee's obligation to make rental payments is contingent upon the appropriation of funds by the Lessee's governing body to make the rental payments provided in the Payment Amortization Schedule. If the Lessee's governing body fails to appropriate sufficient funds to provide for the continuation of the rental payments, the obligation of the Lessee to make such rental payments shall terminate on the last day of the fiscal year for which appropriations were made.

5. This Schedule and its terms and conditions are hereby incorporated by reference in the Agreement.

DATED, this the 22nd day of August, 2017.

LESSOR:

LESSEE:

BancorpSouth Equipment Finance, a
division of BancorpSouth Bank

City of Bay St. Louis, MS

By: Rhonda C. Lewis

By: [Signature]

Title: Sr VP

Title: 8-22-17

EXHIBIT B

EXHIBIT B-1

City of Bay St. Louis, MS

Master Lease Number: 10046

Schedule Number: 04

One (1) New Kubota M5-111 HDC Tractor, S/N: 52647, w/ Terrain King KSM60 Cutter, S/N: 17051

Prepared by: International Decision Systems, Inc.

Info Analysis
Payment Amortization Report

8/25/2017 9:39:40 AM
File Name: INFOA.IADX

Customer: City of Bay St. Louis, MS 10046 70703-004
Interest Rate: 2.4100% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	8/25/17	0.00	0.00	0.00	75,897.92	0.00	0.00	75,897.92
1	9/25/17	1,343.98	1,191.55	152.43	74,706.37	152.43	0.00	74,706.37
2	10/25/17	1,343.98	1,193.94	150.04	73,512.43	150.04	0.00	73,512.43
3	11/25/17	1,343.98	1,196.34	147.64	72,316.09	147.64	0.00	72,316.09
4	12/25/17	1,343.98	1,198.74	145.23	71,117.34	145.23	0.00	71,117.34
	2017	5,375.91	4,780.58	595.34		595.34		
5	1/25/18	1,343.98	1,201.15	142.83	69,916.19	142.83	0.00	69,916.19
6	2/25/18	1,343.98	1,203.56	140.42	68,712.63	140.42	0.00	68,712.63
7	3/25/18	1,343.98	1,205.98	138.00	67,506.65	138.00	0.00	67,506.65
8	4/25/18	1,343.98	1,208.40	135.58	66,298.25	135.58	0.00	66,298.25
9	5/25/18	1,343.98	1,210.83	133.15	65,087.42	133.15	0.00	65,087.42
10	6/25/18	1,343.98	1,213.26	130.72	63,874.16	130.72	0.00	63,874.16
11	7/25/18	1,343.98	1,215.70	128.28	62,658.46	128.28	0.00	62,658.46
12	8/25/18	1,343.98	1,218.14	125.84	61,440.32	125.84	0.00	61,440.32
13	9/25/18	1,343.98	1,220.59	123.39	60,219.74	123.39	0.00	60,219.74
14	10/25/18	1,343.98	1,223.04	120.94	58,996.70	120.94	0.00	58,996.70
15	11/25/18	1,343.98	1,225.49	118.49	57,771.21	118.49	0.00	57,771.21
16	12/25/18	1,343.98	1,227.95	116.02	56,543.25	116.02	0.00	56,543.25
	2018	16,127.74	14,574.09	1,553.64		1,553.64		
17	1/25/19	1,343.98	1,230.42	113.56	55,312.83	113.56	0.00	55,312.83
18	2/25/19	1,343.98	1,232.89	111.09	54,079.94	111.09	0.00	54,079.94
19	3/25/19	1,343.98	1,235.37	108.61	52,844.57	108.61	0.00	52,844.57
20	4/25/19	1,343.98	1,237.85	106.13	51,606.72	106.13	0.00	51,606.72
21	5/25/19	1,343.98	1,240.33	103.64	50,366.39	103.64	0.00	50,366.39
22	6/25/19	1,343.98	1,242.83	101.15	49,123.56	101.15	0.00	49,123.56
23	7/25/19	1,343.98	1,245.32	98.66	47,878.24	98.66	0.00	47,878.24
24	8/25/19	1,343.98	1,247.82	96.16	46,630.42	96.16	0.00	46,630.42
25	9/25/19	1,343.98	1,250.33	93.65	45,380.09	93.65	0.00	45,380.09
26	10/25/19	1,343.98	1,252.84	91.14	44,127.25	91.14	0.00	44,127.25
27	11/25/19	1,343.98	1,255.36	88.62	42,871.90	88.62	0.00	42,871.90
28	12/25/19	1,343.98	1,257.88	86.10	41,614.02	86.10	0.00	41,614.02
	2019	16,127.74	14,929.23	1,198.50		1,198.50		
29	1/25/20	1,343.98	1,260.40	83.57	40,353.62	83.57	0.00	40,353.62
30	2/25/20	1,343.98	1,262.93	81.04	39,090.68	81.04	0.00	39,090.68
31	3/25/20	1,343.98	1,265.47	78.51	37,825.21	78.51	0.00	37,825.21
32	4/25/20	1,343.98	1,268.01	75.97	36,557.20	75.97	0.00	36,557.20
33	5/25/20	1,343.98	1,270.56	73.42	35,286.64	73.42	0.00	35,286.64

Prepared by: International Decision Systems, Inc.

Info Analysis
Payment Amortization Report

8/25/2017 9:39:40 AM

File Name: INFOA.IADX

Customer: City of Bay St. Louis, MS 10046 70703-004

Interest Rate: 2.4100% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
34	6/25/20	1,343.98	1,273.11	70.87	34,013.53	70.87	0.00	34,013.53
35	7/25/20	1,343.98	1,275.67	68.31	32,737.86	68.31	0.00	32,737.86
36	8/25/20	1,343.98	1,278.23	65.75	31,459.63	65.75	0.00	31,459.63
37	9/25/20	1,343.98	1,280.80	63.18	30,178.83	63.18	0.00	30,178.83
38	10/25/20	1,343.98	1,283.37	60.61	28,895.47	60.61	0.00	28,895.47
39	11/25/20	1,343.98	1,285.95	58.03	27,609.52	58.03	0.00	27,609.52
40	12/25/20	1,343.98	1,288.53	55.45	26,320.99	55.45	0.00	26,320.99
	2020	16,127.74	15,293.03	834.71		834.71		
41	1/25/21	1,343.98	1,291.12	52.86	25,029.87	52.86	0.00	25,029.87
42	2/25/21	1,343.98	1,293.71	50.27	23,736.16	50.27	0.00	23,736
43	3/25/21	1,343.98	1,296.31	47.67	22,439.86	47.67	0.00	22,439
44	4/25/21	1,343.98	1,298.91	45.07	21,140.94	45.07	0.00	21,140.94
45	5/25/21	1,343.98	1,301.52	42.46	19,839.42	42.46	0.00	19,839.42
46	6/25/21	1,343.98	1,304.13	39.84	18,535.29	39.84	0.00	18,535.29
47	7/25/21	1,343.98	1,306.75	37.23	17,228.54	37.23	0.00	17,228.54
48	8/25/21	1,343.98	1,309.38	34.60	15,919.16	34.60	0.00	15,919.16
49	9/25/21	1,343.98	1,312.01	31.97	14,607.15	31.97	0.00	14,607.15
50	10/25/21	1,343.98	1,314.64	29.34	13,292.51	29.34	0.00	13,292.51
51	11/25/21	1,343.98	1,317.28	26.70	11,975.23	26.70	0.00	11,975.23
52	12/25/21	1,343.98	1,319.93	24.05	10,655.30	24.05	0.00	10,655.30
	2021	16,127.74	15,665.69	462.05		462.05		
53	1/25/22	1,343.98	1,322.58	21.40	9,332.72	21.40	0.00	9,332.72
54	2/25/22	1,343.98	1,325.23	18.74	8,007.49	18.74	0.00	8,007.49
55	3/25/22	1,343.98	1,327.90	16.08	6,679.59	16.08	0.00	6,679.59
56	4/25/22	1,343.98	1,330.56	13.41	5,349.03	13.41	0.00	5,349.03
57	5/25/22	1,343.98	1,333.24	10.74	4,015.79	10.74	0.00	4,015.79
58	6/25/22	1,343.98	1,335.91	8.07	2,679.88	8.07	0.00	2,679.88
59	7/25/22	1,343.98	1,338.60	5.38	1,341.28	5.38	0.00	1,341.28
60	8/25/22	1,343.98	1,341.28	2.69	0.00	2.69	0.00	C
	2022	10,751.82	10,655.30	96.52		96.52		
Totals:		80,638.68	75,897.92	4,740.76		4,740.76		

EXHIBIT C-1

City of Bay St. Louis, MS

Master Lease Number: 10046

Schedule Number: 04

One (1) New Kubota M5-111 HDC Tractor, S/N: 52647, w/ Terrain King KSM60 Cutter, S/N: 17051

EQUIPMENT ACCEPTANCE NOTICE

10046 70703-004

TO: BancorpSouth Equipment Finance, a division of BancorpSouth Bank

RE: Equipment Lease-Purchase Agreement dated as of April 21, 2011 .

City of Bay St. Louis, MS (the "Lessee"), acting by and through the Mayor and City Council, the Governing Body of the Lessee, hereby acknowledge receipt in good condition and working order of the equipment (the "Equipment") as listed on Exhibit "C-1" attached hereto and made a part hereof and further described in the invoices attached hereto and made a part hereof. The Equipment is subject to the Equipment Lease-Purchase Agreement dated as of April 21, 2011 between Lessor and Lessee. Lessee certifies to Lessor that the Lessee has inspected the Equipment and that the Equipment is acceptable and approves supplier's(s') invoices for the Equipment and requests that Lessor make payment of such invoices.

Lessee further acknowledges that it selected the Equipment so received. LESSEE AGREES THAT LESSOR MADE NO REPRESENTATIONS AND WARRANTIES WHATEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, OR OTHERWISE OF SUCH EQUIPMENT. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE ANY CLAIM AGAINST LESSOR ITS ASSIGNS FOR BREACH OF ANY WARRANTY, OR TO INTERPOSE OR ASSERT ANY SUCH DEFENSE, COUNTERCLAIM OR SETOFF.

LESSEE:

City of Bay St. Louis, MS

By:  _____

Title: MAYOR _____

Date: 8-22-11 _____

EXHIBIT C

RECEIVED
AUG 21 2017

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

BY. in person
mtg 09-5-17

RECEIVED
JUL 14 2017

BY. get email - TF
mtg 7-18-17

LEASE

THIS LEASE made and entered into this 15th day of August, 2017, by and between the **City of Bay St. Louis, Mississippi**, a municipal corporation, hereinafter referred to as Lessor, and **Barre Theory, LLC**, of Bay St. Louis, Mississippi, a Mississippi limited liability company, hereinafter called Lessee, as follows:

WITNESSETH

1. Leased Premises.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, part of the City's building and parking area at the Old Bay St. Louis City Hall Annex Building on Second Street, Bay St. Louis, Mississippi, and commonly known as the "Old Bay St. Louis City Hall Building" (Old City Hall Building), located at 300 South Second Street, Bay St. Louis, Mississippi, 39520. This area is specifically defined as the Second Floor (top part of the "Old Bay St. Louis City Hall"). Lessor agrees to maintain access to certain common areas on the First Floor for access to the elevator, which Lessee will be authorized to utilize, as well as the restroom facilities.

2. Term. The term of this lease shall be for a two-year (2) term, commencing on August 15, 2017, and terminating on August 14, 2019. The parties further acknowledge that the lease, if renewed, is subject to affirmation by each succeeding term of the City Council of Bay St. Louis, if applicable.

3. Rent.

A. Lessee shall pay to Lessor a total annual base rent for the ^{top}~~bottom~~ part of the Leased Premises the sum of Twelve Thousand Dollars (\$12,00.00) to be paid monthly in equal amounts of One Thousand Dollars (\$1,000.00), due and payable on the fifteenth day of each month. This amount represents the fair market value of the property for lease of this nature and kind.

B. Lessee shall pay to Lessor such additional rent as is provided under Paragraphs 5, 6 or 11 of this Lease on or before the fifteenth day of the month following the month in which the obligation represented by the additional rent is incurred.

C. All rent shall be paid without notice, demand, deduction, or any setoff whatsoever, at the address of Lessor at City Hall, Bay St. Louis, Mississippi, or at any other place designated by Lessor in writing.

4. Use. Lessee shall use the Leased Premises only for operating an exercise and fitness business and in conformity with the rules and regulations of the State of Mississippi. The Leased Premises shall not be used for any purpose in violation of any zoning or other laws or any regulation of any governmental body having jurisdiction over the Leased Premises. The

Exhibit "W"
September 5, 2017

maximum number of persons in attendance at any given time shall not exceed the occupancy limit set by the City of Bay St. Louis Fire Code.

5. Taxes.

A. Lessee shall pay before delinquent, all personal property taxes, ad valorem taxes and any assessments levied or assessed by any governmental authority against the leasehold interest or any personal property and fixtures of Lessee, in on or about the Leased Premises;

B. Lessor is a governmental entity and thus there is no ad valorem assessment on the property; however, the leasehold interest in the property is subject to taxation by Hancock County, Mississippi. Lessee shall be responsible for any assessment on the leasehold interest in the property by Hancock County or any other taxing authority.

6. Utilities. The electrical bill for the leased premises represents the usage for both floors. Currently, the First Floor is leased by ^{Sanna's L.L.C.} Cypress Cafe. In addition to the Rent set forth in Paragraph 3, the parties agree that Lessee shall be responsible for utilities (electric) in the amount of One Hundred Twenty-Five Dollars (\$125.00) of the electrical bill. The parties further agree that the amount of the utilities (electric) is an estimate and, as such, is subject to change based on utilization. During the First Year, the parties will re-evaluate the utilities. Prior to the commencement of Year Two, the parties will re-calculate the average monthly electrical bill to determine the monthly payment for Year Two. The Lessee shall be solely responsible for water and sewer, refuse collection, telephone, gas, internet and/or cable, and any other utilities.

7. Insurance.

A. During the term of the lease, Lessor shall, at its own expense, keep the building, appurtenant structures and other improvements on the Leased Premises insured for the benefit of Lessor against loss or damage by fire, extended coverage, vandalism, and malicious mischief for the full replacement value of the building, appurtenant structures, and other improvements. The Lessor may comply with the insurance requirements of this section through self-insurance.

B. The policy or policies as required above shall name the Lessor as an additional named insured and shall require that the Lessor receive the minimum of thirty (30) days' notice prior to cancellation. A certificate or certificates of insurance evidencing coverage in compliance with the terms of this Lease shall be delivered prior to the beginning date of each term.

C. Lessee shall not commit or permit any acts or failures to act in or about the Leased Premises which may in any way impair or invalidate such policy or policies of insurance for the building. Lessee shall cooperate with Lessor in connection with the collection of any insurance monies that may be due in the event of loss and shall execute and deliver to Lessor such proofs of loss and other instruments as may be required for the purpose of facilitating the recovery of any such insurance monies.

D. Lessor has insurance on said structure and shall be responsible for obtaining any fire, flood or extended coverage insurance for real property and agrees to maintain same upon the structure.

8. **Casualty.** If the Leased Premises are wholly or partially destroyed by fire or other casualty insured against by Lessee, Lessee shall give immediate notice thereof in writing to Lessor, and shall fully cooperate with Lessor in filing all necessary proofs of claim with insurance companies. The proceeds of such insurance applicable to the Lease Premises shall be paid to Lessor, and Lessor may rebuild, repair or restore the Leased Premises to their condition at the time immediately preceding the loss or damage; provided, however, that Lessor may elect to retain such insurance proceeds other than proceeds relating to Lessee's personal property and may not be required to rebuild, repair or restore the Leased Premises. This Lease may be terminated if such damage or destruction occurs within the last twelve (12) months of the term of this lease, or if more than one-third (1/3) of the Leased Premises is damaged or destroyed. In the event of total destruction of the Leased Premises, the Lessee may terminate the Lease.

9. **Liability Insurance.** During the term of this Lease, Lessee, at Lessee's expense, shall maintain general public liability insurance to cover claims for injury, wrongful death or property damage occurring upon, in or about the Leased Premises and the appurtenances thereto in companies or other entities and in form acceptable to Lessor. Both Lessor and Lessee shall be adequately covered under limits of liability in an amount not less than one million dollars (\$1,000,000.00) in the event of one accident, and in the aggregate. Such insurance, naming the Lessor as an additional insured, will be obtained and evidence thereof delivered to Lessor prior to any occupancy of the Leased Premises by Lessee or upon the commencement of the Lease term, whichever shall occur first.

10. **Liability and Indemnification.** Lessee shall indemnify and hold Lessor harmless from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Lessor arising from any use, nonuse or condition of the Leased Premises and the appurtenances thereto created by or attributable to Lessee or Lessee's employees, customers, agents, invitees, licensees, guest or lessees unless due to Lessor's sole negligence or intentional misconduct. Lessor shall not be liable for any damage to or theft of any personal property, goods, commodities or materials in or about the Leased Premises unless due to Lessor's sole negligence or intentional misconduct.

11. **Maintenance and Repairs.**

A. Lessee shall maintain the Leased Premises in good order and condition, which shall include performing all custodial services for the area occupied by Lessee. Lessor will maintain landscaping to a standard kept at all facilities maintained by Lessor.

B. Repairs to original construction will be borne by Lessor and shall be solely within the discretion of Lessor.

C. Any damage caused or permitted by Lessee or Lessee's employees, agents, members, licensees, sub-tenants, or invitees to the Leased Premises shall be repaired by Lessor at the expense of Lessee, who shall be separately billed therefor and shall reimburse Lessor for the same as additional rent.

D. The parties agree that any maintenance and repairs on the common area will be reviewed on a case by case basis and each party will be responsible for that portion of the damages and repairs as is allocated to each party.

12. Lessee's Improvements. Lessee, at Lessee's expense, may make such alterations and improvements to the interior of the Leased Premises as may be necessary or desirable for the conduct of business of Lessee; provided, however, that Lessee shall make no alterations or improvements which may impair the structural strength of the building of which the Leased Premises are a part or which may conflict with any existing provisions of any mortgages on or against the Leased Premises; and provided, further, that Lessee shall first obtain Lessor's written consent for such alterations and improvements. Lessor may require, as a condition to consenting to such alterations or improvements, that work therefore be done by Lessor's own employees or under Lessor's direction, but at the expense of the Lessee. Lessor also may require that Lessee give security that the work will be complete free and clear of liens and in a manner satisfactory to Lessor. Any alteration or improvement made by Lessee shall be complete expeditiously, subject to any delays beyond the control of Lessee, and in compliance with all laws and ordinances and all rules and regulations of any and all governmental authorities having jurisdiction of or over the Leased Premises. Lessee at its expense shall repair all damages to the Leased Premises, which shall be occasioned by the installation or removal of Lessee's improvements or alterations. Lessor shall not be responsible or liable for any loss of or damage to Lessee's improvements or alterations.

13. Liens. If the Leased Premises or any part thereof, or Lessee's leasehold interest therein, shall at any time during the term of this Lease become subject to any vendor's, mechanic's, laborer's, or materialmen's lien based upon the furnishing of material or labor to Lessee, Lessee shall cause the same, at Lessee's expense, to be discharged with forty-five (45) days after notice thereof, unless the lien and the claim occasioning it is litigated in good faith by the Lessee.

14. Nuisance. Notwithstanding anything in this Lease to the contrary, including without limitation the use by Lessee of the Leased Premises in accordance with Article 4 hereunder, Lessee shall not commit or permit any nuisance or other act, whether noise, odor, smoke, sewage, chemical wastes or otherwise, which may disturb the quiet enjoyment of the surrounding neighborhood. Lessee shall not obstruct or cause to be obstructed any public or private roadways, sidewalks, or common areas appurtenant to the building and land of which the Leased Premises are a part. In the event the Lessee commits or permits any nuisance or act set forth in this Article, the same shall be material breach of this Lease.

15. Condition of Premises. Lessee shall take the Leased Premises "as is" and in such physical condition as they are upon the commencement of the term of this Lease. Lessor

shall not be liable for any damage or injury to either persons or property sustained by Lessee, its agents, employees, guest, invitees, members, licensees, any subtenant or any other person or entity whatsoever, due in any way to the condition of the Leased Premises, including without limitation damage or loss caused by water, sewage, sewer, leaking of pipes or plumbing works, or by robbery or theft, whether such damage or loss be caused or occasioned by anything or circumstances, whether or a like nature or of a wholly different nature, unless due to Lessor's intentional misconduct.

16. **Assignment; Subletting.** Lessee shall not assign this Lease or sublet the Leased Premises except with the express approval by Lessor in writing. Lessor may require that the Lessee have any subtenant vacate the premises within sixty (60) days written notice from Lessor.

17. **Legal Expenses.** In the event of any suit initiated by either Lessor or Lessee against the other in any way connected with this Lease, or for the recovery of rent or possession of the Leased Premises, the successful party to any such action shall recover from the other party reasonable attorneys' fees and court costs in connection with said suit.

18. **Signs.** No signs, advertisements or notice shall be placed by Lessee on any part of the outside of the building of which the Leased Premises are a part, whether walls, roofs, windows, doors or otherwise, except such as shall be approved by Lessor, and in compliance with the City's sign ordinance. If such approval by Lessor is given, such signs, advertisements or notices shall be installed and maintained at Lessee's expense and shall conform to all applicable governmental laws, rules and regulations.

19. **Building Rules.** Lessee shall abide by all rules and regulations of the project imposed by Lessor for the good order and reasonable use of the Leased Premises and contiguous real estate and buildings by all tenants of Lessor and clients, customers and employees and pursuant to any and all of the City's current building codes and requirements. Breach of building rules and regulations shall be a material breach of this Lease.

20. **Right of Entry.** Lessor may, during the term of this Lease, at all reasonable times and during usual business hours, enter upon the Leased Premises for the purpose of inspecting the same, and in addition may, at any time within the last six (6) months of the term of this Lease, show the Leased Premises to prospective lessees or prospective purchasers after 48 hours' notice to Lessee.

21. **Surrender.** Upon the expiration of the term of this Lease, or upon the earlier termination of this Lease, Lessee shall surrender peaceable possession of the Leased Premises in the same condition as the Leased Premises were at the commencement of this Lease, reasonable wear and tear and acts of God excepted.

22. **Notices.** Any notice required or permitted to be given or served by either to this Lease shall be deemed to have been given or served when made in writing, by certified or registered mail, addressed as follows:

Lessor: Mayor-City of Bay St. Louis City Hall

Bay St. Louis, MS 39520

Lessee: **Barre Theory, LLC**
300 South Second Street
Bay St. Louis, MS 39520

All rental payments shall be made to the Lessor at the above address. Either party may change the addresses from time to time by serving notice as above provided.

23. **Nondiscrimination.** The Lessee shall not discriminate against any individual in any way on account of such individual's race, color, religion, sex, age, handicap or national origin.

24. **Broker.** Lessor and Lessee each represent to the other that there are no broker's commissions in connection with the Lease.

25. **No Waiver.** Any waiver by any of the parties hereto of any breach of this Lease or of any right of any party shall not constitute a waiver of any other breach or of any other right.

26. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto, and no term or provision hereof may be changed, waived, discharged or terminated unless the same is in writing executed by both parties hereto.

27. **Time of Essence.** Time shall be of the essence in the performance of every term, covenant and condition of the Lease.

28. **Headings.** The Article headings contained herein are inserted only for convenience of reference and are no way to be construed as a part of this Lease or as a limitation of the scope of the particular Article to which they refer.

29. **Benefit.** This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

30. **Parking and Common Areas.** Lessee shall have the nonexclusive right to use the parking and common areas around the Leased Premises during the term of this Lease.

31. **Quiet Enjoyment.** So long as Lessee is not in default under the terms of this Lease, Lessee shall be entitled to the quiet enjoyment and use of the Leased Premises according to the terms of this Lease.

32. **Defaults of Lessee.** The occurrence of any one or more of the following events shall be a default and a breach of this Lease by Lessee.

A. Lessee shall fail to pay any monthly installment of base rent within ten (10) days after the same shall be due and payable, or any other additional rent within thirty (30) days after the same shall be due and payable.

B. Lessee shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after notice thereof from Lessor; provided however, that if the term, condition, covenant or obligation to be performed by Lessee is of such nature that the same cannot reasonably be performed within such thirty day period, such default shall be deemed to have been cured if Lessee commences such performance within the thirty day period and thereafter diligently undertakes to complete the same.

C. Lessee shall vacate or abandon the leased premises, or fail to occupy the leased premises for a period of thirty (30) days. In the event of a hurricane or like disaster the Lessee shall have up to one (1) year to return to said property.

D. The dissolution, termination of existence, discontinuance of its business, insolvency, business failure, or appointment of a receiver over any part of the Lessee's assets in, on or about the leased premises or the Lessee's interest in this Lease, or assignment for the benefit of creditors by Lessee, or the commencement of any proceedings under any bankruptcy reorganization or arrangement laws by or against Lessee.

33. Remedies of Landlord. Upon the occurrence of any event of default set forth in in Paragraph 32 above, Lessor shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Lessee:

A. Lessor may terminate this Lease as of the date of such default, in which event: (1) neither Lessee nor any person claiming under or through Lessee shall thereafter be entitled to possession of the leased premises, and Lessee shall immediately thereafter surrender the premises to Lessor; (2) Lessor may re-enter the premises and dispossess Lessee or any other occupants of the leased premises by any means permitted by law; or

B. Lessor may sue for injunctive relief or to recover damages for any loss resulting from the breach.

34. Alcohol and Tobacco Products. The Lessee shall not display, market, sell, distribute, dispense, transfer or give away alcohol and/or tobacco products without express written authorization of the City.

35. Renewal. The Lessee shall have a right of first refusal to renew the lease on terms and conditions to be negotiated at the end of the primary term, upon written notice by the lessee of intent to renew, submitted by lessee, within thirty (30) days of the end of the primary term. The parties further acknowledge that the renewal of said lease is subject to (1) fair market value appraisal for adjustment of rent hereunder and (2) affirmation by each succeeding term of the City Council of Bay St. Louis, if applicable.

37. Applicable Law. This Agreement is controlled and subject to applicable laws of the State of Mississippi.

38. Amendments. Any Amendment to this Lease must be in writing and signed and executed by both parties to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this 21 day of August, 2013.

LESSOR

CITY OF BAY ST. LOUIS, MISSISSIPPI


NAME

MAYOR

ATTEST:

LESSEE

BARRE THEORY, LLC


MANDIE FRENCH DBA

BARRE
THEORY

instructor/owner

TITLE


MANDIE FRENCH,
INDIVIDUALLY

THE CITY OF BAY ST. LOUIS

CONTRACT ADDENDUM

That Contract by and between The City of Bay Saint Louis, Mississippi (BSL) and _____, dated _____, 20____, is amended by the parties through the following Addendum. The following terms will take precedence over all other parts of contracts to which BSL is a party:

1. References. In this addendum, BSL will be understood to mean The City of Bay Saint Louis, Mississippi, as intended in the body of the Contract.
2. Negligence Liability:
 - a. BSL is a governmental entity pursuant to Mississippi law with sovereign immunity as modified by MISS. CODE ANN. § 11-46-1, *et seq.* (Mississippi Tort Claims Act), as amended, and the Mississippi Constitution, Article 4, Section 100. Any action against BSL will be followed in accordance with and subject to the limitations contained therein and does not waive any of the rights contained therein or as interpreted by the Mississippi Attorney General's Office. Currently, the limits of liability under the Act are \$500,000.00 with no punitive damages. Further, no employee of BSL acting in the course and scope of his/her employment can be held personally liable under the Act, MISS. CODE ANN. § 11-46-7, *et seq.*
 - b. BSL is subject only to the jurisdiction of Mississippi state and federal courts. Mississippi law will be applied in all aspects. Accordingly, any provisions attempting to apply the laws of any state other than the State of Mississippi are hereby voided. The courts located in Hancock County, Mississippi, shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other or should a party seek any form of relief against the other, then said action shall be filed in Hancock County, Mississippi. Any business or person doing business with BSL
 - c. Any indemnification clause requiring indemnification is hereby voided and replaced by this Paragraph 2(c). Any indemnification clause requiring BSL to indemnify is hereby voided and replaced by this Paragraph 2(c). Each party agrees to be responsible for the negligent acts of its employees. It is the intention of the parties hereto that neither party will incur costs or expenses as a result of the negligence and resulting damage of employees of the other. Further, each party will be responsible for any other responsibility assumed by a party under this Contract and to that extent any such costs or expenses will be borne by that party.
 - d. Any reference to attorney's fees to be paid by BSL is voided.
3. Insurance Requirements
 - a. Any clause contained in the Contract requiring BSL to maintain professional liability or commercial general liability insurance is hereby voided.
 - b. All liability issues will be resolved in accordance with the Mississippi Torts Claims Act as described above.
 - c. BSL agrees to comply with the rules and regulations of the Mississippi Tort Claims Board for the maintenance of insurance/self-insurance.

4. Unavailability of Funds. In order to be excepted from the bid requirements set forth in Miss. CODE ANN. § 31-7-13, any contract for services must include a cancellation clause based on unavailability of funds. Accordingly, the Board of Trustees may cancel this Contract if BSL funds become unavailable during the term of this Contract. If this paragraph is exercised, there will be no further liability on the part of BSL once the notice of unavailability of funds is provided indicating the effective date of the cancellation of this Contract.
5. Arbitration. Any paragraph requiring BSL to submit to binding arbitration is hereby voided.
6. Waiver of Warranties. Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit BSL's recovery resulting from a breach of express or implied warranties shall be of no force and effect.
7. No Waiver of Damages. Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit BSL's recovery in any manner shall be of no force or effect.
8. Waiver of Jury Trial. BSL shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to waive its right to a jury trial and any such term(s) requiring same shall be deemed to be of no force or effect as against BSL.
9. Force Majeure: Neither party shall be liable for failure to perform or delay in performing any obligation under the Contract if the failure or delay is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil commotion or industrial dispute ("Force Majeure"). If such delay or failure continues for at least sixty (60) days, then either party may provide written notice to terminate the Contract; and, upon such termination, the parties will owe no further obligations to the other except with respect to any rights or obligations that may have accrued prior to termination.
10. Compliance with Applicable Laws/Standards. It is the intent of both parties that this Contract will be performed in compliance with all applicable statutes, rules, and regulations as promulgated by federal and state agencies or legislative authorities having jurisdiction over the parties.
11. Term/No Automatic Renewal. Unless otherwise specified in the Contract, the term of the Contract or any renewal term thereof shall not extend past the term of the current City Council of June 30, 2017. If the Contract does extend past that date, such contract will not be void, but voidable at the discretion of the following City Council.
12. Renewal/Extension of Term. Any extension or renewal may be subject to approval by the City Council and shall be subject to the terms of the BSL Contract Addendum in effect at that time.
13. Conflict of Terms. To the extent there is a conflict between the terms of this Addendum and the term of the Contract or any supplemental terms thereof, the terms of this Addendum will control. Upon expiration or termination of the Contract, the terms of this Addendum shall survive and will apply with respect to any dispute that may exist between the parties.
14. Effective Date. It is agreed by both parties that this Contract is subject to the approval of the governing authorities of BSL and this Contract will become effective only if approved by the governing authorities.

THE CITY OF BAY SAINT LOUIS, MISSISSIPPI

BY: _____

Name: _____

Date: _____

BY: 

Name: (Mayor)

Date: _____

BY: 

Name:

Date: 8/21/2017

JUL 14 2017

RECEIVED
SEP 05 2017

BY: let email-
TF
mtz 7-18-17

Personal Guarantee of Lease Agreement

BY: from 7-18-17
MTB 09-05-17

The undersigned (Guarantor) in consideration of the execution of the lease agreement hereby unconditionally guarantees and promises to pay or perform on demand any and all debts, obligations, and liabilities of Mandie French DBA BarreTheory (Tenant) under or arising out of the lease agreement entered by and between the City of Bay St. Louis and Tenant, for the property known as Old City Hall (2nd Floor).

This is a continuing guarantee which applies to any renewal, extension, modification, or amendment of the lease rental agreement, without notice of Guarantor.

Guarantor hereby waives each and all of the following:

- a. Notice of acceptance of this guarantee.
- b. Notice of any renewal, extension, modification, or amendment of the lease.
- c. Notice of Tenants default under the lease.
- d. The right, if any, to benefit of or to direct the application of the security deposit.
- e. The right to require the City of Bay St. Louis to proceed against the Tenant or any other party prior to proceeding against this Guarantor and agrees that the City of Bay St. Louis may proceed against the Guarantor directly and independently of any other party liable and the cessation of the liability of any other party for any reason other than full payment, shall not in any way affect the liability of the Guarantor.
- f. Any defense of the Tenant or any other liable party.

This guarantee shall be valid only upon the acceptance by the City of Bay St. Louis. This guarantee and the right and obligations of the parties shall be governed and construed in accordance with Mississippi law. Guarantor consents to jurisdiction in the appropriate court in Hancock County, Mississippi. In the event an action is brought to enforce performance of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.

This section to be completed by Guarantor

Name: Mandie French Home Telephone: _____

Address: 133 Carroll Ave BSL MS 39520

Employment: owner/instructor Work Telephone: 228-216-3767

Address: 300 S. Second St. BSL MS 39520

Driver's License# _____ Social Security# 425-65-1338

Date of Birth: 01/20/1980 Email: barretheory@gmail.com

Guarantor authorizes verification of the above information including a credit report and agrees to furnish additional information on request.

Signature: Mandie French Date: 9/5/17

RENEWED and AMENDED AGREEMENT TO CONTINUE THE
HANCOCK COUNTY LIBRARY SYSTEM

This Agreement is made and entered by and among Hancock County, Mississippi, by and through its Board of Supervisors ("Supervisors"), the City of Bay Saint Louis, Mississippi ("Bay Saint Louis"), the City of Waveland, Mississippi ("Waveland"), the Board of Trustees of the County Library System, the Board of Trustees of the Bay Saint Louis Library System, and the Board of Trustees of the Waveland Library System (all collectively referred to herein as the "Parties" and Supervisors, Bay Saint Louis and Waveland referred to jointly as the "Funding Entities") pursuant to Mississippi Code Ann. Section 39-3-8 to amend, restate and continue the Agreement Creating the Hancock County Library System, and with each Party acting herein by and through their respective governing bodies and boards, and hereunto being duly and fully authorized enter this agreement as follows:

RECITALS

WHEREAS, Mississippi Code Section 39-3-1 provides that "[t]he board of supervisors of any county in the State of Mississippi, or other governing bodies of the counties of this state, and municipalities and towns, through their governing bodies, may establish and maintain or aid in establishing and maintaining free public libraries for the use of the citizens of the respective counties, municipalities or towns... ;"

WHEREAS, on or around August 7, 1991, a document was executed by Bay Saint Louis, Waveland, Hancock County stating the formation or reformation of a city-county library system called the Hancock County Library System;

WHEREAS, the Parties hereto desire to continue the Hancock County Library System as a single library system in Hancock County to operate the five libraries within Hancock County (named inter alia) under the amended terms and conditions stated herein;

WHEREAS, in 1974, certain real property in Bay Saint Louis, previously owned by Bay St. Louis and Hancock County was acquired for use as a public library, and an operable library (being the "BSL Library") still exists at that site;

WHEREAS, Waveland has constructed and still owns a library located on Coleman Avenue, Waveland, Mississippi (being the "Waveland Library");

WHEREAS, Hancock County owns three public libraries, located in Pearlington, Mississippi (the "Pearlington Library"), on Highway 603 (the "Kiln Library") and in Diamondhead, Mississippi (the "East Hancock Library");

WHEREAS, Bay Saint Louis, Waveland and Hancock County have agreed to continue the Hancock County Library System under the terms of this renewed and amended agreement;

WHEREAS, Hancock County, Bay Saint Louis, and Waveland have each created a library system for their respective entities, and have appointed a Board of Trustees for each system, and those separate Boards hereby agree pursuant to Mississippi Code Section 39-3-8 to this agreement to continue the Hancock County Library System under these terms as a joint county-city library system to operate the five public libraries within Hancock County; and

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BY: via JF
MS 09-05-17

Exhibit "X"

September 5, 2017

WHEREAS, after the effectiveness of this agreement, the respective Boards of Trustees of Hancock County, Bay Saint Louis and Waveland will become and exist only as advisory boards to the joint Board of Trustees and Supervisors, Bay Saint Louis, and Waveland, and will have no authority to enter other contracts, terminate this or other agreements or expend funds.

NOW, WHEREFORE, PREMISES CONSIDERED, the Parties enter this Amendment to the 1991 Library Agreement to renew and amend that Agreement and continue the Hancock County Library System as follows:

ARTICLE I

PURPOSE TO CONTINUE THE HANCOCK COUNTY LIBRARY SYSTEM

The purpose of this Agreement is to renew and amend the 1991 Agreement and continue the Hancock County Library System as the single Library System of Hancock County.

Each Party hereto has the authority, pursuant to Mississippi Code Section 39-3-8 to—with the consent of the municipalities creating them and with the consent of the board of supervisors—contract together to continue the joint county-city library system.

By this agreement, the Parties hereby—pursuant to Mississippi Code Section 39-3-8—continue the library system known as the Hancock County Library System (“JLS” or the “Library System”).

The management and control of the JLS shall continue to be vested in a board of five (5) trustees, who shall be appointed by the governing bodies of the Parties. Hancock County shall have three appointments to the Board (one of whom shall be a Bay Saint Louis resident), and Bay Saint Louis and Waveland shall each have one appointment. Appointments will serve five (5) year terms.

The appointments of the continuing Board of Trustees’ terms are set to expire as follows: Waveland’s appointment’s term expires September 30, 2017; a Bay Saint Louis appointment expires September 30, 2018; a County appointment expires September 30, 2019; a County appointment expires September 30, 2020; and a Bay Saint Louis appointment expires September 30, 2021. Upon the Bay Saint Louis appointment expiring on September 30, 2018, that appointment shall become and remain thereafter the County appointment, who shall be a Bay Saint Louis resident.

The JLS’s headquarters shall be located at 312 Highway 90, Bay Saint Louis, Mississippi. The system shall operate the BSL Library, Waveland Library, the Kiln Library, the Hancock East Library and the Pearlington Library. Concerning the operations of the libraries under the JLS, the provision of customary library services for the public shall be defined as to require a minimum of thirty (30) operational hours per week at each library, absent express written approval by the owner(s) of said library approved and spread on its/their minutes.

ARTICLE II

DEFINITION OF SERVICE AREA

The JLS shall provide service to the residents of Bay Saint Louis, Waveland, and Hancock County and to nonresidents of the county according to policies established by the JLS’s Board of Trustees. The JLS’s Board of Trustees shall not adopt appointment procedures for its members that violate the appointment powers or statutory procedures of Hancock County, Bay Saint Louis and/or Waveland.

ARTICLE III

PARTIES TO THE CONTRACT/THEIR RESPONSIBILITIES

The Parties agree that the JLS shall be supported by millage and other available funding for the support, upkeep and maintenance of the system as is authorized in Section 39-3-5 (County Library, Tax ...) and Section 39-3-7 (Municipal Library Tax ...). Hancock County may appropriate and budget up to three (3) mills for budgeting for the annual expenses of the Library System. Waveland and Bay Saint Louis may appropriate and budget up to two and one-half mills (2.5 mills) for budgeting for annual expenses of the Library System. Hancock County, Bay Saint Louis and/or Waveland may, within their discretion, budget these mills within its general fund and/or designated Library System millage.

Funds provided by the Funding Entities to the JLS shall be made directly without any pass through to the advisory boards. The advisory boards shall not receive funds or assets, but those shall be transmitted directly under this agreement between and/or among the Funding Entities and JLS. Persons employed by the JLS shall not be deemed to be the employees or servants of the advisory boards or Funding Entities.

The Funding Entities shall—except as otherwise limited herein—transmit one-sixth (1/6) of the library system's annual appropriation on at least a bi-monthly basis or shall transmit each month sums raised by levy in the preceding month and settled to the governing authorities by the tax collectors.

The Funding Entities may, within their discretion, provide additional funding to the JLS for restrictive or other library purposes. Also, the Funding Entities may offset contributions by costs expended for required costs, services, or the premiums of the JLS's operations. By way of example, payments by Hancock County or Waveland for insurance costs of the buildings owned by those entities may reduce amounts appropriated by the entity to be paid by them to the system. Further, the Funding Entities may provide other services to the system, e.g., by way of example, maintenance of buildings, or technology services to the system, to offset the costs of operations of the system, and to the extent those costs of the system are off-set, any entity providing those costs will offset and reduce that entity's contribution to the system. The Funding Entities should coordinate these offset expenses with the JLS to avoid duplicative expenditures.

The JLS's Board shall have the supervision, care, and custody of all property of the Library System and its member libraries according to Section 39-3-17 of the Mississippi Code, 1972, and shall be responsible for all maintenance and operation of all library buildings and for the operation and administration of library services.

The Funding Entities may at their discretion continue to provide maintenance to the grounds and minor maintenance and repairs to the building they own. The JLS's Board may ask the governing authorities for special appropriations in excess of amounts available in the JLS's annual operating budget for repairs to the buildings owned by the governing authorities or for capital improvement or outlay projects for which maintenance and operating funds by law cannot be expended.

On behalf of the Library System's employees, the JLS's Board of Trustees, on a reimbursable basis, may take advantage of any group insurance plan in which the governing authorities participate, subject to the approval of the affected governing authority. The JLS's headquarters will provide to its member libraries the following centralized services: administration, bookkeeping, purchasing, financial reporting and planning, personnel administration, collection development, purchasing and technical processing of print and non-print materials for public use, programing, and automated system database and equipment management.

As per the definition of customary library services as relates to the minimum operations agreed by the Funding Entities and Parties for the consideration of entering this agreement and funding the JLS, the JLS shall provide minimum hours of operations totaling 30 hours per week at each of the five libraries,

which shall each be open at least five (5) days per week, and the JLS shall allow circulation of books and use of computers at the premises at those times. The Parties hereby agree that these are the minimum operation and service levels applicable to maintenance of the public libraries to be operated hereunder and that failure of the JLS to comply with this minimum service requirement would nullify the consideration of the Parties and consent of the Funding Entities hereto. Any such failure to comply with those minimum customary library hours (done in the absence of emergency and without written consent of the owner Funding Entity(ies)) would authorize Funding Entity(ies) owning that building to immediately terminate the agreement. Any such termination (absent written agreement of the Parties) shall result in repayment by the JLS to all Funding Entities of the funds provided by those entities during the fiscal year in which this minimum provision was not complied. This provision shall not, however, restrict the JLS's authority to provide for emergency closures to the extent necessary in response or related to a state of emergency as per applicable statute.

Pursuant to Mississippi Code Section 39-3-19, at the close of each year, the JLS's Board of Trustees shall make a report to each Funding Entity and Party hereto showing the condition of the library system during the year, the sums of money received for the library fund from taxes and other sources, the sums of money expended and the purposes of the expenditures, the number of books and periodicals on hand, the number added during the year, the number withdrawn, the number loaned out, and such other statistics and information and such suggestions as the administrative board of trustees deems of public interest or any other information requested by a Party or Funding Entity.

ARTICLE IV

BOARD OF TRUSTEES

The JLS's Board of Trustees shall have the organization, powers and duties as prescribed in Section 39-3-17 of the Mississippi Code, 1972, (Board of Trustees--Organization, Powers and Duties) and shall have all authorities and powers vested thereunder. Each of the Parties' library boards shall act as advisory boards to the JLS and Funding Entities.

ARTICLE V

ELIGIBILITY AND CRITERIA FOR PARTICIPATING IN THE SYSTEM

- A. The JLS's Board of Trustees shall have the authority to initiate new programs and establish branches within the service area. New libraries may be added to the System by mutual written agreement of all Funding Entities under mutually agreeable terms.
- B. Termination of this agreement may only be effected by the Funding Entities. The Advisory Boards shall have no authority to enter any contract or terminate this agreement following its inception. Absent cause for breach of the terms of this agreement, any Funding Entity wishing to terminate this JLS shall give a minimum of sixty (60) days written notice to the other Parties prior to June 1st of the applicable year. Each Funding Entity and the Party shall continue to abide by the terms of the agreement through September 30 of the year in which the withdrawal notification is made. Absent other agreement by all Funding Entities, distribution of assets to the Parties would be decided by a representative appointed by each Party hereto.
- C. Assets used by the JLS are defined in general terms' as follows (and include all interests, property, contracts, and assigns received from the prior library entity): land and buildings; furnishings and equipment; books and materials held for use by the general public; office supplies; art work and decorative items and materials that would not be classified as equipment; funds held on deposit for the operation of the JLS; endowments; automated library sys

tem hardware; software and databases; and any other tangible, or intangible, items not specifically delineated herein, but which would otherwise qualify as an asset such as books of record, financial books of the JLS Board, personnel files, policy and procedure manuals and any other items located on the premises of member libraries which can readily be identified as an asset of the JLS.

- D. Upon dissolution of the JLS, title to the buildings and land and other property shall remain vested in the governing body(ies) responsible for their initial acquisition, with the parties acknowledging the Bay Saint Louis library was jointly acquired by Hancock County and Bay Saint Louis and each would receive their ½ interest. Any asset purchased using grant funds shall be distributed to the original grant owner absent other written agreement of the Funding Entity. Upon any dissolution, a guideline for distribution of assets will consider all applicable federal guidelines and regulations applicable, original grant documents and ownership, and shall provide the assets to any entity who purchased any items or property as the designated owner through a grant from federal, state, or other sources as per those grants. Any other assets or property not purchased under such an agreement or not otherwise acquired originally by a Funding Entity or its individual Board or representative would be divided on the basis of that average share of income contributed by each Funding Entity for operation of the JLS over the past five years preceding dissolution. Any endowments would revert, to the extent required by the donation, to the recipient named in an endowment or original bequest. Any disputes concerning the distribution of assets may be resolved by a court of competent jurisdiction.

ARTICLE VI

CONTRACT TERM AND AMENDMENT

The term of the JLS created hereby will be perpetual unless terminated or voided by any Funding Entity, or otherwise terminated as provided herein. The power to terminate this agreement shall be vested in the Funding Entities, and not in the Advisory Boards. The termination of the JLS will be effected by the terminating Funding Entity's withdrawal of consent to this Section 39-3-8 agreement under the procedures stated herein. Any amendment to this Agreement shall only be binding if made through writing entered upon the minutes of the Funding Entities. The Advisory Boards Parties hereby delegate to their respective Funding Entities any and all the Advisory Board's authority, including without limitation any authority to fund the JLS, to modify or terminate this agreement, and to oversee the operations of the JLS and the JLS's Board of Trustees. The Advisory Boards are merely advisors to the JLS and Funding Entities for all matters.

ARTICLE VII

LIBRARY LAWS, REGULATIONS, GRANTS

The JLS's Board of Trustees shall be authorized to take advantage of any and all state and federal laws and regulations, gifts, grants and other assistance which may be available to further the purposes of the JLS, its employees and patrons. To the extent, however, that any such grant, gift, loan, or receipt of assistance impacts the bonding, borrowing or budgetary capacity of a Funding Entity, or otherwise requires a Funding Entity to be the recipient or co-recipient or signatory on such a grant, gift, assistance, loan or fund, the JLS cannot exercise this authority without the written consent and approval of the appropriate Funding Entity(ies). The JLS's Board of Trustees shall establish reasonable reimbursements for special library services, determined in advance and in writing by the administrative board of trustees.

ARTICLE VIII
MISCELLANEOUS

This agreement shall supersede all previous contracts and resolutions pertaining to library services and administration in Hancock County. All Parties and the JLS shall conduct all operations consistent with all applicable state, local, federal, and other laws, rules, requirements and regulations applicable to the agreement and library system operations. In the event this agreement shall be deemed by a final order of a court of competent jurisdiction to be unlawful, the agreement shall continue without the unlawful provision, except to the extent it would obviate the consideration of the parties or relate to a provision that would allow a party to void or terminate the agreement.

ARTICLE IX
PRIOR LIBRARY AGREEMENT

The Funding Entities entered the 1991 agreement to form or reform a single Library System for the County. That agreement is hereby renewed and amended to continue a single joint system for the Parties, and is , therefore, superseded by this Agreement. The JLS hereby continues entity without interruption. The Parties hereto agree that the assets of that system shall continue to be utilized by the JLS. In the instance any action is brought contesting the authority of the Parties to so modify the prior agreement, any Party hereto may affirmatively void this agreement without recourse.

SO ENTERED AND AGREED TO by the County Library System, the Bay Saint Louis Library System and the Waveland Library system, and with the consent and agreement of the Hancock County Board of Supervisors, the City of Bay Saint Louis, Mississippi, and the City of Waveland, Mississippi on the dates stated below in 2017.

By affixing the signature below, the indicated official signing for the respective entity certifies that his signature is with the authority of the respective governing authority.

HANCOCK COUNTY BOARD OF SUPERVISORS

President, Blaine Lafontaine, Date: _____

COUNTY LIBRARY SYSTEM

By: _____ Date: _____

CITY OF BAY SAINT LOUIS

Mayor, Michael J. Favre Date: 9-6-17

BAY SAINT LOUIS LIBRARY SYSTEM

By: _____ Date: _____

CITY OF WAVELAND

Mayor, Mike Smith Date: _____

WAVELAND LIBRARY SYSTEM

By: _____ Date: _____

**RESOLUTION APPOINTING MEMBERS TO THE
CITY LIBRARY BOARD OF TRUSTEES**

WHEREAS, by Ordinance dated November 21, 1966, the City of Bay St. Louis formed its individual Municipal Library Board of Trustees to serve the Municipal library and appointed five members to that Board (*See Minutes Book 10, pages 168-169*);

WHEREAS, Miss. Code Ann. Section 39-3-15(1)(a) provides for the appointment of five members for a municipal library board of trustees;

WHEREAS, there are not presently any unexpired terms for appointments to the Municipal Library Board of Trustees, and the governing authority of the City of Bay St. Louis intends to hereby appoint members to fill said board;

WHEREAS, Mayor Michael J. Favre hereby appoints and the City Council hereby approves and ratifies Michael Favre, Sissy Gonzales, Gary Knoblock, Gene Hoffman, and Josh DeSalvo, as the Trustees of the Municipal Library Board of Trustees to serve one, two, three, four, and, five years respectively, beginning the date of this appointment, with the Board of Trustees authorized to consider joint library agreements under Miss. Code Ann. Section 39-3-8 to which the governing authority of the City of Bay St. Louis has provided and continues to provide its consent and agreement.

NOW WHEREFORE, PREMISES CONSIDERED, and deemed to be true and accurate, Mayor Michael J. Favre hereby appoints and the City Council hereby approves and ratifies Michael Favre, Sissy Gonzales, Gary Knoblock, Gene Hoffman, and Josh DeSalvo to serve as the Board of Trustees for the Municipal Library System to serve one, two, three, four, and five year terms respectively beginning the date of this resolution. The Board of Trustees is further authorized to consider agreements with the boards of trustees of the library of any city within Hancock County to form

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Exhibit "Y"
September 5, 2017

BY: eri TF
MB 09-05-17

or amend joint library systems to the extent the governing bodies of each participating entity provide the requisite consent thereto. The authority for the Municipal Library Board of Trustees to continue in any such joint agreement shall be conditioned upon the continued consent of the governing authority of the City of Bay St. Louis to any such agreement.

After being reduced to writing, the foregoing Resolution was read and considered, section by section, and then as a whole, whereupon Councilman Smith moved for its adoption, and after a second by Councilman Hoffman, the following roll call vote was had:

Councilman Doug Seal	✓YEA /	NAY
Councilman Gene Hoffman	✓YEA /	NAY
Councilman Jeff Reed	✓YEA /	NAY
Councilman Larry Smith	✓YEA /	NAY
Councilman Buddy Zimmerman	✓YEA /	NAY
Councilman Josh DeSalvo	✓YEA /	NAY
Councilman Gary Knoblock	✓YEA /	NAY

Passed by the City Council of the City of Bay St. Louis on the 5th day of September, 2017.

CERTIFICATION

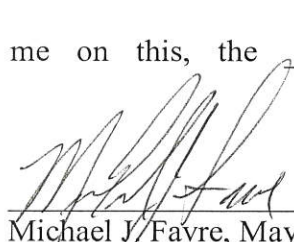
I, Lisa Tilley, Clerk of Council for the City of Bay St. Louis, Mississippi, do hereby certify that the foregoing Resolution was approved and adopted in the public meeting of the City Council held on September 5, 2017 a quorum being present, in the City Council Conference Chambers and to be recorded in the Minute Books of said Council, said Council being the duly elected, qualified, and acting governing body of Bay St. Louis.

Presented by me to the Mayor on this, the 5th day of September, 2017.



Lisa Tilley, Clerk of Council

Approved/Disapproved, and signed by me on this, the 5 day of September, 2017.



Michael J. Favre, Mayor

City Council Meeting
Exhibit List – September 5, 2017

1. Exhibit "A": Resolution to Fix the Tax Levies for the City of Bay Saint Louis, Mississippi
2. Exhibit "B": Proclamation for ASGARD Motorcycle Club
3. Exhibit "C": Resolution Declaring Air Space on Section of Main Street Surplus and Authorizing Publication to Accept Sealed Competitive Bids for the Leasing of Said Air Space
4. Exhibit "D": Audit for Fiscal Year End September 30, 2016
5. Exhibit "E": Cash Balances dated September 3, 2017 in the amount of \$2,870,891.91 before the Docket and \$2,552,778.54 after the docket
6. Exhibit "F": Certification Letter dated September 1, 2017 for Docket of Claims #16-059 in the amount of \$318,113.37, Utility Refund Check Register #16-060 in the amount of \$839.11 and Utility Refund Check Register #16-061 in the amount of \$611.89
7. Exhibit "G": Payroll dated August 30, 2017 in the amount of \$160,682.38
8. Exhibit "H": Payroll dated August 31, 2017, in the amount of \$1,377.50
9. Exhibit "I": Docket of Claims #16-059 dated September 5, 2017 in the amount of \$318,113.37
10. Exhibit "J": Utility Refund Check Register #16-060 dated September 5, 2017 in the amount of \$839.11
11. Exhibit "K": Utility Refund Check Register #16-061 dated September 5, 2017 in the amount of \$611.89
12. Exhibit "L": City Engineer Report dated September 5, 2018
13. Exhibit "M": City of Bay Saint Louis Departmental Fee Schedules, effective October 1, 2017, which includes Bay Saint Louis Building Department, contractor fees, Bay Saint Louis Planning and Zoning and Bay Saint Louis Public Works
14. Exhibit "N": City of Bay Saint Louis Utility Rate and Associated Fee Schedule, effective October 1, 2017
15. Exhibit "O": Request for Qualifications and Proposal from Qualified Accounting Firms/Auditors For the 2016/2017 Fiscal Year Annual Audit
16. Exhibit "P": A Resolution of the Governing Authority of the City of Bay Saint Louis, Mississippi Authorizing the City to Seek Qualification and Proposals for the City's Annual Audit For the City's Annual Audit for the Fiscal Year 2016/2017

Exhibit "AA"
September 5, 2017

17. Exhibit "Q": thyssenkrupp invoice number 6000259782 dated July 14, 2017 for labor and material to troubleshoot the elevator
18. Exhibit "R": Letter from Bay Saint Louis Police Department dated August 8, 2017 with a copy of Documents from Mediacom regarding a gift card donation
19. Exhibit "S": Intergovernmental Transfer of Assets Agreement Between the City of Bay Saint Louis, Mississippi and the County of Hancock, Mississippi
20. Exhibit "T": Mississippi Office of Highway Safety Bay Saint Louis Grant Agreement for Fiscal Year 2018 for police traffic services program
21. Exhibit "U": Grant application for Fiscal Year 2017 Edward Byrne Justice Assistance Grant for up to \$222,000.00 to update existing police radios
22. Exhibit "V": Equipment Lease-Purchase Agreement with BancorpSouth Bank for the Kubota M5-111 Tranctor, S/N 52647, with Terrain King KSM60 Cutter, S/N 17051
23. Exhibit "W": Lease between the City of Bay Saint Louis, Mississippi and Mandi French, doing business as Barry Theory, L.L.C., on the second floor of the Old City Hall
24. Exhibit "X": Renewed and Amended Agreement to Continue to Hancock County Library System
25. Exhibit "Y": Resolution Appointing Members to the City Library Board of Trustees
26. Exhibit "Z": Agreement between the City of Bay Saint Louis, Mississippi and Buy-A-Barricade, L.L.C. (incorrectly labeled as Exhibit "Y" in minutes)
27. Exhibit "AA": Exhibit List dated September 5, 2017
28. Exhibit "AB":
29. Exhibit "AC":
30. Exhibit "AD":
31. Exhibit "AE":
32. Exhibit "AF":
33. Exhibit "AG":

Proceedings of the City Council Recessed Meeting of the City of Bay Saint Louis, State of Mississippi, taken at a meeting held September 12, 2017 in the City Council Chambers at the Bay Saint Louis Conference Center at 598 Main Street. The meeting began at 5:30 p.m.

ATTENDANCE:

COUNCIL: Gene Hoffman, Acting President (Ward 2), Larry Smith (Ward 4), Buddy Zimmerman (Ward 5), Josh DeSalvo (Ward 6) and Gary Knoblock (Council Member-at-Large)

COUNCIL STAFF: Lisa Tilley, Clerk of Council

ADMINISTRATIVE STAFF: Mike Favre, Mayor, Sissy Gonzales, City Clerk/Comptroller, and Trent Favre, City Attorney

ABSENT: Doug Seal(Ward 1) and Jeff Reed (Ward 3)

Council Member Zimmerman left.

AGENDA

Motion to adopt the new Agenda with items added

Council Member Smith motioned, seconded by Council Member Knoblock, to adopt the new Agenda with items added. (Exhibit "A")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Smith, Hoffman and Knoblock

VOTING NAY: None

ABSENT: Seal, Reed and Zimmerman

RESIGNATION OF BAY SAINT LOUIS POLICE CHIEF FREEMAN

Mayor Favre read the letter of resignation regarding Bay Saint Louis Police Chief Freeman which was addressed to the Bay Saint Louis City Council.

Motion to ratify the acceptance by Mayor Favre of the resignation of Bay Saint Louis Police Chief Freeman and ratify the appointment of Detective Sergeant Matt Issman as Bay Saint Louis Police Interim Chief going forward from the resignation of Bay Saint Louis Police Chief Freeman on September 12, 2017

Council Member Knoblock motioned, seconded by Council Member Smith, to ratify the acceptance by Mayor Favre of the resignation of Bay Saint Louis Police Chief Freeman and ratify the appointment of Detective Sergeant Matt Issman as Bay Saint Louis Police Interim Chief going forward from the resignation of Bay Saint Louis Police Chief Freeman on September 12, 2017. (Exhibit "B")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Smith, Hoffman and Knoblock

VOTING NAY: None

ABSENT: Seal, Reed and Zimmerman

Council Member Zimmerman returned.

ADOPTION OF 2017/2018 FISCAL YEAR BUDGET AND PERSONNEL ORDINANCE

Council Member Zimmerman left.

Motion to approve A Resolution by the Mayor and City Council of Bay Saint Louis, Mississippi, approving and adopting the Fiscal Year 2017/2018 Budget as determined by the City Governing Authority with attached 2017/2018 Budget Summary